

TOWN BOARD MEETING AGENDA

July 18th , 2000

ROBERT F. KOZAKIEWICZ, Supervisor

Edward Densieski, Councilman
Philip Cardinale, Councilman

Christopher Kent, Councilman
James Lull, Councilman

Barbara Grattan, Town Clerk
Dawn Thomas, Town Attorney

ELECTED OFFICIALS

Laverne Tennenberg
Madelyn Sendlewski
Paul Leszczynski
Mark Kwasna
Diane M. Stuke
Richard Ehlers
Henry Saxtein

Chairwoman Board of Assessors
Board of Assessors
Board of Assessors
Highway Superintendent
Receiver of Taxes
Town Justice
Town Justice

DEPARTMENT HEADS

John J. Hansen
Leroy Barnes
Andrea Lohneiss
Ken Testa
Richard Hanley
Chief Joseph Grattan
Jane Vanden Thoorn
Judy Doll
John Reeve
Michael Reichel
Gary Pendzick

Accounting Department
Building Department
Community Development
Engineering Department
Planning Department
Police Department
Recreation Department
Senior Services
Sanitation Department
Sewer District
Water Department

Call to Order and Salute to the Flag

Approves Minutes of Town Board Meeting of July 5th, 2000,
moved by Councilperson Sull, seconded
by Councilperson Wensink.

4 yes
1 absent

CONGRATULATIONS TO THE EMPLOYEE OF THE QUARTER Fred Smith

CONGRATULATIONS TO RICHARD M. SMITH ON HIS PROMOTION
FROM POLICE SERGEANT TO POLICE LIEUTENANT

CONGRATULATION TO JOHN H. VAIL ON HIS PROMOTION FROM
POLICE OFFICER TO POLICE SERGEANT

REPORTS

Tax Receiver:

Total Taxes Collected \$63,914,425.01

Building Dept.

Total Collected for June, 2000- \$95,360.00

APPLICATIONS

Special Permit:

Sunken Pond Estates-N/S of Middle Rd. 1300 Ft. east of
Ostrander Avenue-Extension of retirement community
complex.

Site Plans:

NY SMSA Limited Partnership-Sound Ave. Northville, NY

Swan Lake Golf Course-S/S of Swan Pond Rd. Construct and
an addition to an existing clubhouse.

Budget Beepers-56 East main St. -Façade and Interior
alteration.

APPLICATIONS CONTINUED:

Change of Zone: Sunken Pond Estates-N/S of Middle Rd-Acquiring 23 additional Acres to include in retirement community.

Shows & Exhibition Permit: Word of Life Ministries-August 26, 2000-
Church related street rally-Lewis St. Rhd.

Timothy Hill Children's Ranch-Sept. 9,2000
11:00 a.m. to 5:00 p.m.-Fall Festival

East End Arts Council-July 22, 2000-6:30-8:30 pm
Blues Concert-Palmer Vineyard-Sound Ave. Rhd.

127 Post Cards: Opposition to the Calverton Jetport.

CORRESPONDENCE

Petition: Island Water Park-extension of the water district to the site at Route 25 Calverton.

COMMITTEE REPORT

PUBLIC HEARINGS

- 7:05 P.M.** The Proposed Local Law to amend Chapter 101 of the Riverhead Town Code entitled, "Vehicles and Traffic".
- 7:15 P.M.** The proposed extension to the Water District to be known as Extension No. 54.
- 7:20 P.M.** The Increase and Improvements of the facilities of the Water District specifically to be known as Extension No. 54. Estimated cost of improvements is \$A32,900 to be paid from existing funds.
- 7:25 P.M.** The Proposed Local Law to amend Chapter 101 (Vehicles and Traffic.)
- 7:30 P.M.** The Consideration of a Local Law to amend Chapter 101 (Vehicles and Traffic.)
- 7:35 P.M.** The Consideration of a Local Law to amend Chapter 108 "Zoning" of the Town Code.

PUBLIC COMMENT ON ANY RESOLUTIONS LISTED BELOW:

Community Development Agency Meeting:

- #18** Authorizes Chairman to Execute License Agreement with BMB Millwork
- #19** Requesting Transfer of Properties to the Town of Riverhead Community Development Agency
- #20** Authorizes Chairman to Execute License Agreement with Island Properties of Suffolk, Inc.
- #21** Authorizes Chairman to Execute an Intermunicipal Agreement with Suffolk County Department of Economic Development for the Economic Development Zone Operating Funds.

Regular Town Board Meeting:

- #640** Amends Sexual Harassment Policy of the Town of Riverhead
- #641** Authorizes the Town Clerk to Publish and Post Public Notice to Change the Location of a Riverhead Town Board Meeting
- #642** Accepts Restoration Bond of Bell Atlantic
- #643** Accepts Performance Bond of Pond View Associates, LLC
- #644** Accepts Performance Bond of Cargex Properties
- #645** Authorizes the Release of Performance Bond of Circuit City Stores
- #646** Authorizes the Release of Performance Bond for Walter Gezari (Maritime Funding Group LTD.)
- #647** Authorizes the Release of Performance Bond for Riverhead Medical Arts, Inc.
- #648** Reduces Performance Bond of North Side Estates
- #649** Authorizes the Town of Riverhead to Apply for a NYS DCJS Stop Violence against Woman Grant

- #650** Approves Watral Brothers, Inc. as Drainlayer for Riverhead Sewer District
- #651** Awards Bid for Iron Pier reconstruction and Improvement Project
- #652** Rejects Bid for Benjamin/Corwin Site Improvement Project
- #653** Approves Application of Word of Life Ministries (Church Related Street Rallies)
- #654** Amends Resolution #387 of 2000 (Approves application of the Riverhead Business Improvement District Management Association- Riverhead Blues Festival)
- #655** Authorizes Town of Riverhead to Remove Rubbish, Debris and the Cutting of Grass and Weeds from Property Pursuant to Chapter 96 Entitled, "Trash, Rubbish and Refuse Disposal" of the Riverhead Town Code
- #656** Highway Department Budget Adjustment
- #657** Ratifies Extension of Military Leave
- #658** Promotes Sergeant Richard T. Smith to the Rank of Lieutenant
- #659** Promotes Police Officer John H. Vail to the Rank of Sergeant
- #660** Ratifies the Appointment of a Part-Time Police Officer to the Police Department
- #661** Appoints Engineering Architect
- #662** Appoints a Fill-In Lifeguard to the Riverhead Recreation Department (Stacy Bugdin)
- #663** Appoints a Fill-In Lifeguard to the Riverhead Recreation Department (Julie Imwalle)
- #664** Appoints a Fill-In Scorekeeper to the Riverhead Recreation Department (G.J. Mittleman)
- #665** Appoints a Fill-In Beach Attendant to the Riverhead Department (G.J. Mittleman)

- #666** Appoints a Summer Recreation Aide to the Riverhead Recreation Department (Rachel Vaccaro)
- #667** Amends Resolution #592
- #668** Authorizes Town Clerk to Publish and Post Public Notice for a Proposed Local Law to Amend Chapter 101 of the Riverhead Town Code
- #669** Authorizes Town Clerk to Publish and Post Public Notice to Consider a Local Law to Amend Chapter 108, Entitled, "Zoning" of the Riverhead Town Code (Business F District)
- #670** Order Calling Public Hearing Purchase of Sewer Television Inspection System Riverhead Sewer District
- #671** Authorizes Town Clerk to Publish and Post Notice of a Local Law to Consider a Amendment to Chapter 108 Entitled, "Zoning" of the Riverhead Town Code
- #672** Authorizes Town Clerk to Publish and Post Notice of Public Hearing – William Rule (Blue Meadow Farm Bed & Breakfast)
- #673** Authorizes Town Clerk to Publish and Post Notice of Public Hearing- CSC Acquisition Corporation
- #674** Authorizes Town Clerk to Publish and Post Notice to Consider the Acceptance of a Donation of Waterfront Property of John and Frances DiVello (Dolphin Way)
- #675** Authorizes the Town Clerk to Publish and Post Notice in Connection with Individualized Residential Alternative for the Developmentally Disabled (Group Home Living)
- #676** Order Calling Public Hearing Increase and Improvement to the District Sewer Television Inspection System
- #677** Approves Application of East End Arts Council, Inc. (Blues Concert)
- #678** Amends Resolution #637 of 2000
- #679** Approves Application of Victoria Staciwo (Arts District)
- #680** Pays Bills

Adopted

Authorizes Chairman to Execute License Agreement with BMB Millwork

Member **COUNCILMAN DENSIESKI** offered the following resolution,

which was seconded by Member **COUNCILMAN LULL** :

WHEREAS, the BMB Millwork desires to lease Buildings 06-52, 53 and 54, approximately 23,477 square feet, beginning September 1, 2000 for up to six months; and

WHEREAS, the Town Board desires to encourage additional jobs and revenue to the Town pending closing on the property by the Buyer; and

WHEREAS, this Town Board has balanced such interests and hereby makes the following findings:

1. The proposed license agreements are of short duration;
2. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
3. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

WHEREAS, the CDA will realize net income of \$8,804 per month during the license period.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

The Vote:

Member Densieski _____
Member Cardinale _____
Member Kent _____
Member Lull _____
Chairman Kozakiewicz _____

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

LICENSE

License ("License"), made as of the ____ day of July, 2000, by and between the **Town of Riverhead Community Development Agency**, having an address at 200 Howell Avenue, Riverhead, NY 11901, Attention: Andrea Lohneiss ("Licensor") and BMB Millwork, a corporation having an address at: 66 Old Country Road, PO Box 1659, Quogue, NY 11959, ATTN: John Graziano ("Licensee").

W I T N E S S E T H

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license to Licensor, the right to use approximately 23,477 square feet in Building 06-52, 53 and 54 as depicted on Exhibit A (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING.** Upon the terms and conditions hereafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the right to use the License Premises.
2. **TERM OF LICENSE.** The term of this License (the "Term") shall commence on September 1, 2000 (the "License Commencement Date") and shall end on the earlier of (a) March 1, 2001 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton Camelot LLC. (in either case, the "Expiration Date") or such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.
3. **CONDITIONS OF LICENSE PREMISES.** Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with

respect to the condition of the License Premises, or with respect to any improvement or fixtures thereon or attached thereto, have been made to it. Licensee shall be responsible for all start-up costs and expenses and for all costs and expenses associated with the operation of the License Premises, including without limitation, utility usage costs. Invoices will be provided to Licensee monthly and re to be paid within 10 days. Specifically, Licensee must install electric and steam meters and incur other start-up costs, including but not limited to reactivation of sprinklers, including quarterly testing as required by the Riverhead Fire Marshall, and reactivation of bathrooms. Licensee is responsible for connection of building to municipal water upon installation of the mains including design, inspection and key money.

4. **SECURITY DEPOSIT.** Licensee shall deposit with Licensor on the date hereof an amount equal to \$8,804 as security for the faithful performance and observation by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensor may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensor shall return to Licensee such deposit, less any amounts to which Licensor is entitled pursuant to the terms hereof.
5. **LICENSE FEE.** Licensee shall pay to Licensor, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$26,412 and (b) on the first business day of each month commencing with December 1 2000, an amount equal to \$8,804 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to November 30, 2000, Licensor and Licensee shall equitably prorate the amount of the Fee actually paid to Licensor for such period.

Licensee covenants and agrees that in no event shall Licensee permit any motor Vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than in the parking area depicted on Exhibit A attached here (the "Parking Area"). Licensee shall be solely responsible for keeping the Parking Area free and clear of debris and snow.

6. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check payable to the order of the Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever in every case in which Licensee is required to pay Licensor a sum of money and said sum (or any portion thereof) is not Paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.
7. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for the design and manufacturing of woodworking products (the "Uses") to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of this License.

Licensee shall be responsible for compliance with local zoning and for obtaining all permits necessary to conduct its business.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor or in violation of any applicable building codes. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit B. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor "Town of Riverhead Community Development Agency" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any items or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage that has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing in all

subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(g) Licensor shall have the sole authority to determine what entity or entities shall provide the following services to the Calverton Site: any and all telecommunications products and services including but not limited to telephone, intellipath, ISDN, data circuits, satellite communications services, fiber, cable, electric and water. Licensee shall not install or contract for the installation of any of the foregoing services without the express written consent of the Licensor.

8. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.
9. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) License may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$1,000 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licensor have the right to enjoin Licensee's performance of the Uses.
10. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensors gross negligence or willful misconduct.

11. **Brokers.** Licensee represents that it has not dealt with any broker or finder other than Grubb & Ellis with respect to this License. Licensee agrees to indemnify and hold Licensors harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensors may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensors as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.
12. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at 66 Old Country Road, PO Box 1659, Quogue, NY 11959, Attention: John Graziano, and if such notice is directed to Licensors, it shall be addressed to Licensors at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensors or Licensee shall designate.
13. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.
 - b. In addition to the foregoing, (A) Licensee hereby agrees to comply at all times with and to cause the License Premises to be in compliance at all times with the Suffolk County Health Department Regulations and (B) Licensee shall file for a fire prevention permit and hazardous material permit from the Town of Riverhead.
 - c. Indemnification. Licensee shall indemnify and hold harmless Licensors from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensors directly arising out of any breach by Licensee of the obligations imposed upon it under this

Section 13. The foregoing indemnity shall survive the expiration or sooner termination of this License.

14. **CROSS-DEFAULT.** To the extent that the Licensor and the Licensee are parties to any other similar agreements, any default under such similar agreements shall be deemed to be a default under this License, and any default under such similar agreements.

15. **MISCELLANEOUS.** (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.

(b) Successors and Assigns. This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.

(c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.

(d) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or production of the "use" hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____

LICENSEE:

By: _____

Name:

Title:

7/18/2000

Adopted

COMMUNITY DEVELOPMENT AGENCY
RESOLUTION #19
7/18/2000

REQUESTING TRANSFER OF PROPERTIES TO THE TOWN OF RIVERHEAD
COMMUNITY DEVELOPMENT AGENCY

COUNCILMAN KENT offered the following resolution which

was seconded by COUNCILMAN CARDINALE.

WHEREAS, the Town of Riverhead is committed to the revitalization of the Millbrook Gables Community; and

WHEREAS, within this target area are two vacant 10,000 sq. ft. parcels which are owned by the County of Suffolk; and

WHEREAS, the County of Suffolk has held said parcels for the required redemption periods; and

WHEREAS, the initiatives of the County Executive and Suffolk County Legislature intended to encourage the development of affordable housing include transfer of appropriate properties at the request of the local government; and

WHEREAS, the Millbrook Gables area is a designated Urban Renewal Area for which an Urban Renewal Plan has been prepared and adopted and for which a Revitalization Plan has been prepared and is being implemented.

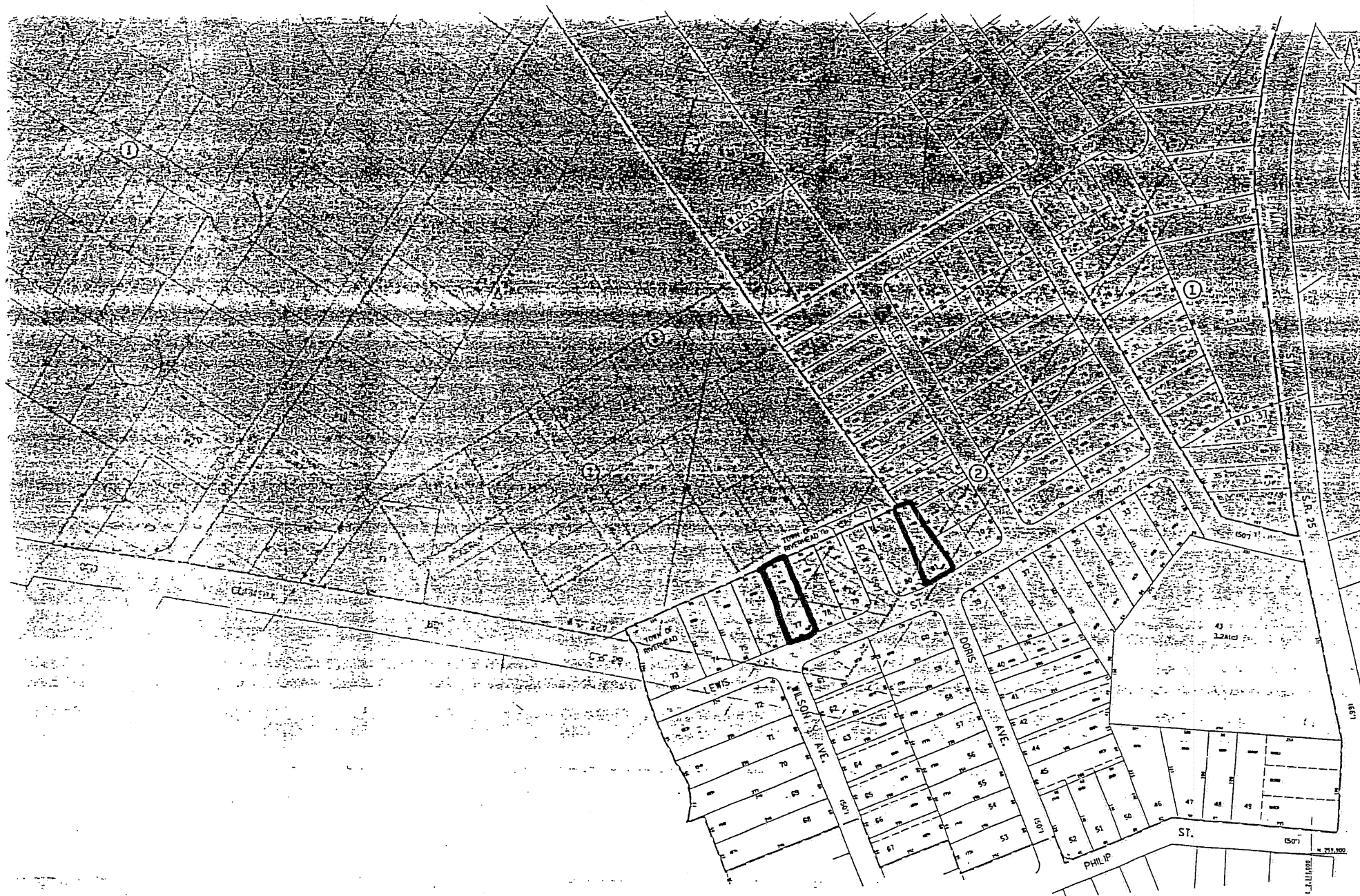
THEREFORE BE IT RESOLVED, that the Riverhead Town Board in its capacity as the Community Development Agency, hereby requests the transfer of parcels known as 0600-105-2-77 and 0600-105-2-81 by Suffolk County to the Town of Riverhead for \$1.00 for the purpose of providing affordable housing to first-time homebuyers.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Suffolk County Executive Robert Gaffney, Suffolk County Division of Real Estate Director Alan Grecco, Suffolk County Planning Director Steve Jones and Community Development Agency Director Andrea Lohneiss.

The Vote:

Member Densieski _____
Member Cardinale _____
Member Kent _____
Member Lull _____
Chairman Kozakiewicz _____

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT _____
THEREUPON DULY ADOPTED



7/18/00

Adopted

Town of Riverhead Community Development Agency

Resolution # 20

Authorizes Chairman to Execute License Agreement with Island Properties of Suffolk, Inc.

Member **COUNCILMAN DENSIESKI** offered the following resolution,

which was seconded by Member **COUNCILMAN CARDINALE**:

WHEREAS, on March 21, 2000, by CDA Resolution #7, the CDA approved a license agreement for Michael Reilly Design for use of 5,400 square feet of Building 06-13; and

WHEREAS, the Licensee, Michael Reilly Design, did not execute said License Agreement; and

WHEREAS, Island Properties of Suffolk, Inc. desires to lease the entire building, 14,107 square feet, at \$5 per square foot beginning August 1, 2000 for up to six months; and

WHEREAS, the Town Board desires to encourage additional jobs and revenue to the Town pending closing on the property by the Buyer; and

WHEREAS, this Town Board has balanced such interests and hereby makes the following findings:

1. The proposed license agreements are of short duration;
2. That proposed uses under the license agreements are consistent with the objectives of the Town's Zoning Ordinance;
3. There is a clear mutuality of purpose and goals in this action being that the same elected representatives serve as members of the CDA and the Town Board; and

WHEREAS, the CDA will realize net income of \$5,878 per month during the license period.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss.

The Vote:

Member Densieski _____
Member Cardinale _____
Member Kent _____
Member Lull _____
Chairman Kozakiewicz _____

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ **WAS NOT** _____
THEREUPON DULY ADOPTED

DRAFT

LICENSE

License ("License"), made as of the ____ day of July, 2000, by and between **the Town of Riverhead Community Development Agency**, having an address at 200 Howell Avenue, Riverhead, NY 11901, Attention: Andrea Lohneiss ("Licensor") and **Island Properties of Suffolk, Inc.**, a corporation having an address at: -----, Southold, NY, Attention: Derrick Doubrava, President ("Licensee").

W I T N E S S E T H

WHEREAS, Licensor desires to license to Licensee, and Licensee desires to license to Licensor, the right to use approximately 14,107 square feet in Building 06-13 as depicted on Exhibit A (the "License Premises") located at the property formerly known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (the "Calverton Site"), upon all of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves, their successors and assigns, hereby agree as follows:

1. **LICENSING.** Upon the terms and conditions hereafter set forth, Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the right to use the License Premises.
2. **TERM OF LICENSE.** The term of this License (the "Term") shall commence on August 1, 2000 (the "License Commencement Date") and shall end on the earlier of (a) February 1, 2001 and (b) the date on which the closing shall occur under that certain Agreement of Sale dated as of June 15, 1999 between Licensor and Calverton Camelot LLC. (in either case, the "Expiration Date") or such earlier date upon which this License shall expire or be canceled or terminated pursuant to any of the conditions or covenants of this License or pursuant to law. Notwithstanding anything to the contrary contained in this License, Licensor shall have the right, exercisable in its sole discretion, to terminate this License effective immediately upon written notice from Licensor to Licensee, if (i) Licensee shall default under or be in breach, of in any of its obligations, representations or warranties hereunder and (ii) such default continues for (x) five days after written notice from Licensor with respect to monetary defaults or (y) thirty days after written notice from Licensor with respect to nonmonetary defaults. If Licensor shall so terminate this License, from and after the termination date neither party hereto shall have any rights or obligations hereunder other than those that, pursuant to the express terms hereof, survive termination of this License; provided that Licensee shall remain liable to Licensor for any default or breach by Licensee that occurred prior to such termination. Furthermore, this License is not, and shall not be construed to be, a lease or a sublease and nothing contained in this License shall be construed as granting to Licensee any interest or right as tenant or subtenant or any other interest or right other than the interest of a Licensee in accordance with the terms and provisions hereof.
3. **CONDITIONS OF LICENSE PREMISES.** Licensee agrees to accept the License Premises "as is," and Licensor shall have no obligation to perform any work or repairs on behalf of Licensee. Licensee acknowledges that no representations with

respect to the condition of the License Premises, or with respect to any improvement or fixtures thereon or attached thereto, have been made to it. Licensee shall be responsible for all start-up costs and expenses and for all costs and expenses associated with the operation of the License Premises, including without limitation, utility usage costs. Invoices will be provided to Licensee monthly and re to be paid within 10 days. Specifically, Licensee must install electric and steam meters and incur other start-up costs, including but not limited to reactivation of sprinklers, including quarterly testing as required by the Riverhead Fire Marshall, and reactivation of bathrooms. Licensee is responsible for connection of building to municipal water upon installation of the mains including design, inspection and key money.

4. **SECURITY DEPOSIT.** Licensee shall deposit with Licensor on the date hereof an amount equal to \$5,878 as security for the faithful performance and observation by Licensee of the terms, conditions and provisions of this License. If a default shall occur and be continuing hereunder, Licensor may apply or retain the whole or any part of the security so deposited to the extent necessary to cure such default. Upon termination of this License, Licensor shall return to Licensee such deposit, less any amounts to which Licensor is entitled pursuant to the terms hereof.
5. **LICENSE FEE.** Licensee shall pay to Licensor, in accordance with Section 6 hereof (a) on the date hereof an amount equal to \$17,634 and (b) on the first business day of each month commencing with November 1, 2000, an amount equal to \$5,878 (all of the amounts to be paid by Licensee hereunder, collectively, the "Fee"). In the event that the Term shall terminate on a day other than the last day of a calendar month or in the event that the Term shall terminate prior to October 31, 2000, Licensor and Licensee shall equitably prorate the amount of the Fee actually paid to Licensor for such period.

Licensee covenants and agrees that in no event shall Licensee permit any motor Vehicle to (1) enter the Calverton Site other than through the Access Point (as defined below) or (2) park anywhere other than in the parking area depicted on Exhibit A attached here (the "Parking Area"). Licensee shall be solely responsible for keeping the Parking Area free and clear of debris and snow.

6. **PAYMENT.** The Fee and all other charges, costs and expenses payable by Licensee under this License shall be paid by certified check payable to the order of the Town of Riverhead Community Development Agency and delivered to Andrea Lohneiss at the address provided for Licensor in the preamble to this License, without notice or demand therefor (except to the extent otherwise expressly provided herein) and without any deduction, credit, set-off, counterclaim or abatement whatsoever in every case in which Licensee is required to pay Licensor a sum of money and said sum (or any portion thereof) is not Paid when due, interest at an annual rate of 12% shall be payable on such sum (or so much thereof as shall be unpaid) from the date said sum becomes due until the date the unpaid amount is paid.
7. **USE; COVENANTS.** (a) Licensee shall use the License Premises only for the design and manufacturing of household and commercial cabinets (the "Uses") to prepare the License Premises for the same and to clean and restore the License Premises, in each case, in accordance with, and subject to, the terms and provisions of

this License. Licensee shall be responsible for compliance with local zoning and for obtaining all permits necessary to conduct its business.

(b) Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the License Premises.

(c) No additions to, or alterations of, the License Premises shall be made without the prior consent of Licensor or in violation of any applicable building codes. Upon revocation or surrender of this License, to the extent directed by Licensor, Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the License Premises to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

(d) Licensee shall be liable for any loss of, or damage to, the Calverton Site incurred in connection with the Uses and shall make restoration or repair, or monetary compensation as may be directed by Licensor. Licensee shall maintain, at a minimum, the types and amounts of insurance evidenced by the certificates attached hereto as Exhibit B. Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks. Each policy of insurance required hereunder shall name Licensor "Town of Riverhead Community Development Agency" and "Grubb & Ellis Management Services, Inc." as additional insureds. In the event that any items or part of the Calverton Site shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 7, Licensee shall promptly give notice thereof to Licensor and shall, upon demand, either compensate Licensor for such loss or damage, or rebuild, replace or repair the item or items of the Calverton Site so lost or damaged, as Licensor may elect. In the event Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage that has created the need for such repair, rebuilding or replacement have been paid to Licensee, Licensee shall promptly refund to Licensor the amount of such proceeds.

(e) Without limiting the generality of any other provision of this Agreement, Licensee hereby covenants and agrees that Licensee shall provide ample vehicles, personnel, equipment and containers to clean the License Premises and insure that the same is restored to as good condition, subject to reasonable wear and tear, on the Expiration Date as it was in on the License Commencement Date.

(f) In connection with the performance of work under this License, Licensee agrees not to discriminate against any employee or applicant for employment because race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by Licensor setting forth the provisions of the nondiscrimination clause. Licensee further agrees to insert the foregoing in all

subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(g) Licensor shall have the sole authority to determine what entity or entities shall provide the following services to the Calverton Site: any and all telecommunications products and services including but not limited to telephone, intellipath, ISDN, data circuits, satellite communications services, fiber, cable, electric and water. Licensee shall not install or contract for the installation of any of the foregoing services without the express written consent of the Licensor.

8. **ASSIGNMENT AND LICENSING.** Notwithstanding anything to the contrary contained in this License, Licensee shall not assign this License, License the License Premises in whole or in part or permit Licensee's interest in this License to be vested in any party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) at any one time or, in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

9. **LICENSOR'S REMEDIES.** (a) If Licensee fails to perform any of its obligations hereunder in accordance with the terms hereof, then, after reasonable notice to Licensee not to exceed thirty (30) days, and an opportunity for Licensee to cure such failure, (except in case of emergency) License may (but shall not be obligated to) cure such failure at the expense of Licensee, and the amount incurred by Licensor in connection with such cure shall be payable by Licensee to Licensor on demand.

(b) Except as provided in Section 2 and in the immediately following sentence, in the event of a breach by Licensee hereunder, Licensor shall be limited to an action at law for damages. Notwithstanding the foregoing, in the event that Licensee holds over after the expiration of the Term, (i) Licensee shall be obligated to pay Licensor an amount equal to \$750 per diem for each day of the holdover term and (ii) Licensor shall have all of the rights and remedies available to it at law or in equity, including, without limitation, the right to exercise self help and to dispossess Licensee of the License Premises, change the locks on the License Premises, deny Licensee access to the License Premises and take possession of or dispose of any property at the License Premises, all at the cost and expense of Licensee. Except as provided in Section 2, in no event shall Licensor have the right to enjoin Licensee's performance of the Uses.

10. **INDEMNITY.** (a) Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, liabilities, losses, damages (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising from or in connection with (i) the use or occupancy by Licensee of the License Premises during the term hereof, or (ii) any work or thing done or any condition created by or any other act or omission of Licensee or its employees, agents, contractors, visitors or licensees, in the License Premises or any other part of the Calverton Site in connection with Licensee's use of the License Premises, or (iii) Licensee's failure to perform any of the obligations imposed on it hereunder.

(b) The foregoing indemnity does not include any claims, actions, liabilities, losses, damages, costs and expenses resulting from Licensor's gross negligence or willful misconduct.

11. **Brokers.** Licensee represents that it has not dealt with any broker or finder other than Grubb & Ellis with respect to this License. Licensee agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, cost and expense (including, but not limited to, court costs and reasonable attorneys' fees and expenses) which Licensor may incur or sustain in connection with any claim or action by any broker or finder that may be asserted against Licensor as a result of any conversations, correspondence or other dealings between Licensee and such broker or finder.
12. **NOTICES.** Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensee, it shall be addressed to Licensee at Island Properties of Suffolk, Inc., PO ———, Southold, NY, Attention: Derrick Doubrava, President, and if such notice is directed to Licensor, it shall be addressed to Licensor at 200 Howell Avenue, Riverhead, New York 11901, Attention: Andrea Lohneiss. Either party may, by notice in writing, direct that future notices be sent to a different address and to the attention of such other people as either Licensor or Licensee shall designate.

Island Properties of Suffolk, Inc., a corporation having an address at: ———, Southold, NY, Attention:

13. **HAZARDOUS SUBSTANCES.** (a) Generally. Licensee shall not generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the License Premises, any Hazardous Substances (other than Hazardous Substances (x) customarily used in events such as the Event and (y) used, stored, transported, and disposed of in strict compliance with applicable law). As used herein, the term "Hazardous Substances" shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any materials containing asbestos, or any other hazardous or toxic substance or material as defined by any Federal, State or local environmental law, rule or regulation, including, without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, the Toxic Substances Control Act, as amended from time to time, the Hazardous Materials Transportation Act, as amended from time to time, and the regulations adopted and the publications promulgated pursuant to each of the foregoing.
- b. In addition to the foregoing, (A) Licensee hereby agrees to comply at all times with and to cause the License Premises to be in compliance at all times with the Suffolk County Health Department Regulations and (B) Licensee shall file for a fire prevention permit and hazardous material permit from the Town of Riverhead.
- c. Indemnification. Licensee shall indemnify and hold harmless Licensor from and against any and all liabilities, damages, claims, losses, penalties, judgments, causes of

action, costs and expenses (including, without limitation, court costs and the reasonable fees and expenses of counsel) which may be incurred by Licensor directly arising out of any breach by Licensee of the obligations imposed upon it under this Section 13. The foregoing indemnity shall survive the expiration or sooner termination of this License.

14. **CROSS-DEFAULT.** To the extent that the Licensor and the Licensee are parties to any other similar agreements, any default under such similar agreements shall be deemed to be a default under this License, and any default under such similar agreements.
15. **MISCELLANEOUS.** (a) **Merger.** All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this License, which alone fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally or in any manner other than by a writing signed by the party against whom enforcement of the change or termination is sought.
- (b) **Successors and Assigns.** This License shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The term "Licensor," as used in this License, shall mean only the owner from time to time of the License Premises, so that in the event of any transfer or assignment of the License Premises, the transferor or assignor shall be and hereby is entirely freed and relieved of all covenants, obligations and liability of Licensor under this License, and it shall be deemed, without further agreement, that the transferee or assignee has assumed and agreed to perform and observe all obligations of Licensor under this License during the period that such transferee or assignee is the owner of the interest of License Premises.
- (c) Licensee represents that this License has been duly authorized, executed and delivered by Licensee and is enforceable against Licensee in accordance with its terms.
- (d) Neither Licensor nor any tenant, nor other party now or hereafter having an interest in the Calverton Site, shall have any right of action based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted. Notwithstanding the foregoing, Licensee shall not use the name "Calverton" or "Riverhead", or any signage containing such names, and shall not use the names, pictures, or likenesses of any officials or employees of the Town of Riverhead in connection with or production of the "use" hereunder without the prior consent of Licensor, which consent shall not be unreasonably withheld or delayed.

LICENSOR:

THE TOWN OF RIVERHEAD COMMUNITY
DEVELOPMENT AGENCY

DRAFT

By: _____
Name:
Title:

LICENSEE:

By: _____
Name:
Title:

Town of Riverhead Community Development Agency

Adopted

Resolution # 21

Authorizes Chairman to Execute an Intermunicipal Agreement with Suffolk County Department of Economic Development for the Economic Development Zone Operating Funds

Member COUNCILMAN KENT offered the following resolution,

which was seconded by Member COUNCILMAN LULL :

WHEREAS, the Town of Riverhead Community Development Agency is the administrative agency for the local economic development zone administrative board known as the Calverton Zone Administrative Board; and

WHEREAS, Suffolk County has agreed to participate in the administration of the zone in the zone in the amount of 25% of the annual budget as approved by New York State subject to annual appropriation of said amount by the Suffolk County Legislature; and

WHEREAS, for administrative purposes, the County has prepared the attached agreement setting forth its commitment to provide financial support on an annual basis through December 31, 2004 in the amount of 50% of the annual grant amount provided to the Zone by the New York State Department of Economic Development, with the Town of Riverhead contributing an equal amount as appropriated by the respective governing bodies.

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute an intermunicipal agreement with the Suffolk County Department of Economic Development, substantially in conformance with the copy attached hereto.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohnneiss, Riverhead Town Attorney Dawn Thomas, EDZ Coordinator Gloria Ingegno and Suffolk County Commissioner of Economic Development Alice Amrhein.

The Vote:

Member Densieski _____
 Member Cardinale _____
 Member Kent _____
 Member Lull _____
 Chairman Kozakiewicz _____

THE VOTE
 Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ **WAS NOT** _____
THEREUPON DULY ADOPTED

WITNESSETH:

WHEREAS, the COUNTY and the TOWN made a joint application to the New York State Department of Economic Development, dated September 30, 1997, to designate a portion of Calverton Enterprise Park as an economic development zone pursuant to Article 18-B of the New York General Municipal Law; and

WHEREAS, the application was granted on June 3, 1998; and

2000
amplified
WHEREAS, the State of New York Department of Economic Development has made a grant in the amount of \$46,000.00 in Fiscal Year 2000 to the TOWN to provide financial assistance with the administrative expenses of the Calverton Enterprise Park Economic Development Zone (the "Zone"); and

WHEREAS, the State requires the applicants provide a 50% match of these funds; and

WHEREAS, the TOWN will provide 50% of the match (~~\$23,000.00~~) in in-kind services and the COUNTY will provide 50% of the match in funds; and

WHEREAS, the parties are authorized to enter into this Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence on the date of execution hereof and expire on December 31, 2002/4
2. The TOWN shall:
 - (a) carry out the services described in the joint application of the COUNTY and the TOWN, dated September 30, 1997, seeking designation of a portion of Calverton Enterprise Park as an economic development zone.
 - (b) carry out the responsibilities and obligations set forth in Article 18-B of the New York General Municipal Law and any other laws, rules and regulations concerning the operation and administration of the Zone.
 - (c) provide the Suffolk County Executive and the Suffolk County Legislature with copies of all reports required to be submitted pursuant to Article 18-B and as may be required by any department or agency of the State of New York related to the Zone.
 - (d) perform all obligations and responsibilities contained in any agreements entered into between the TOWN and the New York State Department of Economic Development or any successor thereto concerning the operation and administration of the Zone during the term of this Agreement.
3. (a)(i) Payment by the COUNTY shall be made upon presentment of vouchers. The TOWN shall prepare and present a claim form supplied by the COUNTY and approved for payment by the COUNTY (standard Suffolk County Payment Voucher) on the first day of each calendar quarter beginning July 1, 2000. Notwithstanding the foregoing, fifty percent (50%) of the funds available for Fiscal Year 2000 shall be paid upon execution of this Agreement. All

payments made subsequent to the initial payment described in the immediately preceding sentence shall be in an amount equal to twenty-five percent (25%) of the amount appropriated for the purposes described hereunder for the then current fiscal year or part thereof. The TOWN shall include documentation satisfactory to the COUNTY verifying the expenditure of these initial funds with the documentation required for submission of the voucher for the first quarterly payment on July 1, 2000. Payment by the COUNTY shall be made thirty (30) days after submission of a claim form. Nothing contained in this Agreement shall be construed to obligate the COUNTY to appropriate or otherwise provide funds to the TOWN for the purposes of this Agreement for any fiscal year or part thereof other than Fiscal Year 2000. ~~The TOWN understands and agrees that the appropriation or provision of funds for the purposes of this Agreement is within the sole discretion of the COUNTY and the Suffolk County Legislature.~~

(ii) All payments made under this Agreement are subject to audit by the Suffolk County Comptroller pursuant to Article V of the Suffolk County Charter. If the TOWN fails to cooperate with an audit by the Comptroller, the COUNTY shall have the right to suspend, reduce or partially withhold payments or require the repayment of amounts paid under this Agreement or under any other agreement between the parties until such cooperation is forthcoming. If such an audit discloses overpayments by the COUNTY to the TOWN, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the TOWN shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the COUNTY may recoup overpayments from any amounts due or becoming due to the TOWN from the COUNTY under this Agreement or otherwise. The provisions of this paragraph shall survive the expiration or termination of the Agreement.

57. match.
(b) The TOWN agrees that it shall be entitled to no more than ~~TWENTY THREE THOUSAND DOLLARS (\$23,000.00)~~ for Fiscal Year 2000. The TOWN further agrees that it shall be entitled to no more than the amount of funds appropriated by COUNTY for any subsequent fiscal year or part thereof which shall occur during the term of this Agreement for the completion of all work, labor and services contemplated in this Agreement, notwithstanding the total amount of time expended. No partial payments shall be made to the TOWN in excess or in advance of the payment schedule in subparagraph (a) above. In the event funds are appropriated by COUNTY for any subsequent fiscal year or part thereof, the parties shall execute, prior to the start of the fiscal year or part thereof for which the appropriated funds shall be available, an amendment to this Agreement setting forth the amount of funds and the time period for which said funds are available.

r/a
(c) The charges payable to TOWN under this Agreement are exclusive of federal, state and local taxes, the COUNTY being a municipality exempt from payment of such taxes.

(d) The TOWN shall maintain full and complete books and records of accounts in accordance with generally accepted accounting practices. Such books and records shall be retained for a period of three (3) years and shall be available for audit and inspection by the County Comptroller or his duly designated representative only to verify that payments were properly made and to verify the nature and extent of costs of applicable services provided by TOWN. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

1. The first part of the document is a list of the names of the persons who were present at the meeting.

2. The second part of the document is a list of the names of the persons who were present at the meeting.

3. The third part of the document is a list of the names of the persons who were present at the meeting.

4. The fourth part of the document is a list of the names of the persons who were present at the meeting.

5. The fifth part of the document is a list of the names of the persons who were present at the meeting.

(e) The acceptance by the TOWN of full payment of all billings made on the final approved claim form under this Agreement shall operate as and shall be a release to the COUNTY from all claims and liability to the TOWN, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Agreement.

(f) The TOWN shall provide COUNTY with an annual report detailing all purchases made and other expenditures incurred under this Agreement for which COUNTY provided funding. Said report shall be provided to the COUNTY by February 1 of each year of this Agreement and shall cover those purchases made and expenditures incurred during the prior calendar year. A final report shall be provided to the COUNTY by February 1 of the year immediately following the year in which this Agreement expires or is otherwise terminated.

4. The contact persons for the parties to this Agreement shall be: for the COUNTY, the Commissioner of Economic Development; for the TOWN, the Supervisor. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

5. The TOWN, and any entity contracted by the TOWN to perform services under this Agreement, shall comply with all Federal, State and local laws, rules, regulations, codes and ordinances in the performance of this Agreement, including, but not limited to, Article 18-B of the New York General Municipal Law.

6. The TOWN warrants that it is not in arrears to the COUNTY upon debt or contract and is not in default as surety, contractor or otherwise on any contract or other obligation to the COUNTY.

7. This Agreement may be terminated in whole or in part by the COUNTY on thirty (30) days written notice to the TOWN

8. (a) Prior to placing any order to purchase, rent, or furniture, fixtures, or equipment, valued in excess of three hundred dollars (\$300.00) per unit in the budget attached to this Agreement, the TOWN shall submit to the COUNTY a written request for approval to make such a proposed purchase, rental, or lease, with a list showing the quantity and description of each item, its intended location and use, estimated unit price or cost, extended price or cost and estimated total cost of the proposed order. Written approval of the COUNTY is required before the TOWN may proceed with the proposed purchase, rental, or lease of furniture, fixtures, or equipment. All items purchased will be new unless specifically described otherwise in the budget.

(b)(i) The TOWN agrees to follow all of the general practices that are designed to obtain furniture, fixtures, equipment, materials or supplies at the most reasonable price or cost. The COUNTY reserves the right to purchase or obtain furniture, fixtures, equipment, materials or supplies for the TOWN for the purposes of this Agreement. If the COUNTY exercises this right, the amount budgeted for the items so purchased or obtained by the COUNTY for the TOWN shall not be available to the TOWN for any purpose whatsoever.

(ii) The COUNTY shall retain an ownership interest in all furniture, removable fixtures, equipment, materials or supplies purchased or obtained by the TOWN and paid for or reimbursed to the TOWN by or from COUNTY funds pursuant to the terms of this Agreement or any prior agreements. Upon the termination or expiration of this Agreement or the failure of the TOWN to comply with the terms of this Agreement, the COUNTY shall have the

right to take title to and possession of all such furniture, removable fixtures, equipment, materials and supplies, and the same thereupon become the property of the COUNTY without any claim for reimbursement on the part of the TOWN. As directed by the COUNTY, the TOWN shall attach identifying labels on said property indicating the interest of the COUNTY.

(iii) The TOWN shall maintain proper and accurate inventory records and controls for all such furniture, removable fixtures and equipment acquired pursuant to this. Three (3) months before the expiration date of this Agreement, the TOWN shall make a physical count of all items of furniture, removable fixtures and equipment in its custody, checking each item against the aforesaid inventory records. A report setting forth the results of such physical count shall be prepared by the TOWN on a form or forms designated by the COUNTY, certified and signed by an authorized official of the TOWN, and one (1) copy thereof shall be delivered to the COUNTY within five (5) days after the date set for the aforesaid physical count. Within five (5) days after the termination date of this Agreement, the TOWN shall submit to the COUNTY six (6) copies of the same report updated to the termination date of this Agreement, certified and signed by an authorized official of the TOWN, based on a physical count of all items of furniture, removable fixtures and equipment on the aforesaid termination date, and revised, if necessary, to include any inventory changes during the last three (3) months of the term of this Agreement.

(iv) The TOWN shall maintain vigilance and take all reasonable precautions to protect the furniture, fixtures, equipment, materials or supplies in its custody against damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of burglary, theft, vandalism or disappearance of any item of furniture, fixtures, equipment, materials or supplies, the TOWN shall immediately notify the police and make a record thereof, including a record of the results of any investigation which may be made thereon. In the event of loss of or damage to any item of furniture, fixtures, equipment, materials or supplies from any cause, the TOWN immediately shall send the COUNTY a detailed, written report thereon.

(v) Upon termination of the COUNTY's funding of the program covered by this Agreement or at any other time that the COUNTY may direct, the TOWN shall make access available and render all necessary assistance for physical removal by the COUNTY or its designee of any or all furniture, removable fixtures, equipment, materials or supplies in the TOWN's custody in which the COUNTY has a proprietary interest, in the same condition as such property was received by the TOWN, reasonable wear and tear excepted. Any disposition, settlements or adjustments connected with such property shall be in accordance with the rules and regulations of the COUNTY and the State of New York.

9. The TOWN shall defend, indemnify and hold harmless the COUNTY, its officers, employees, agents and other persons from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorneys' fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts, omissions or negligence of the TOWN, its officers, agents, employees, servants and contractors in connection with the services described or referred to in this Agreement.

10. This Agreement is subject to the amount of funds which may be appropriated for any fiscal year or part thereof and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the COUNTY under this Agreement and any amendments beyond the amount of funds appropriated by the Legislature in any fiscal year or part thereof for this purpose.

11. The TOWN represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

12. It is expressly agreed that the TOWN's status hereunder is that of an independent contractor. Neither the TOWN nor any person hired by the TOWN shall be considered employees of the COUNTY for any purpose whatsoever.

13. The TOWN shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to the TOWN under the terms of this Agreement, to any other person or corporation, except the Town of ~~Belmont~~ for the purposes described herein, without the prior consent in writing of the COUNTY, and any attempt to do any of the foregoing without such consent shall be of no effect.

14. It is expressly agreed that if any term or provision of this Agreement and any amendment hereto, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement and any amendment hereto, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

15. It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

16. No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

- END OF TEXT -

7/18/00

TOWN OF RIVERHEAD

Resolution # 640

AMENDS SEXUAL HARASSMENT POLICY
OF THE TOWN OF RIVERHEAD

COUNCILMAN CARDINALE offered the following
resolution, which was seconded by COUNCILMAN KENT.

WHEREAS, the Town Board has established a Sexual Harassment Prohibition Policy; and

WHEREAS, this Town Board wishes to expand this policy to include other prohibited forms of harassment.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby adopts the attached "Sexual and Other Prohibited Forms of Harassment Policy".

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

SECOND REVISED DRAFT

July 6, 2000

SEXUAL AND OTHER PROHIBITED FORMS OF HARASSMENT POLICY

The Town Board of the Town of Riverhead ("the Board") is committed to safeguarding the right of all employees within the Town to work in an environment that is free from all forms of sexual harassment. Conduct is deemed to be sexual harassment when the recipient perceives such behavior as unwelcome. It is irrelevant that the harasser had no intention to sexually harass the person.

The Board recognizes that sexual harassment of employees can originate from a person of either sex against a person of the opposite or same sex, and from peers as well as other employees, Board Members or any individual who foreseeably might come in contact with employees on Town property or at Town-sponsored activities. When an alleged sexual harassment occurs and the Town knows about it, immediate and appropriate corrective action shall be taken.

The Board, consistent with State and federal law, therefore condemns all unwelcome behavior of a sexual nature which may impose a requirement of sexual cooperation as a condition of employment, or which may have the purpose or effect of creating an intimidating, hostile, or offensive work environment. The Board also prohibits any retaliatory behavior against complainants or witnesses.

The Equal Employment Opportunity Commission has provided a very broad definition of "sexual harassment." The EEOC definition reads as follows:

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

(2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

(3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may take different forms. The most obvious form is the demand for sexual favors. Other forms of harassment include:

verbal - lewd or sexually suggestive comments, jokes of a sexual nature, sexual propositions or threats

non-verbal - displaying pornographic photographs or other objects, obscene gestures

physical - unwanted physical contact such as touching, pinching, coerced intercourse, assault.

Just as sexual harassment is strictly prohibited, so is harassment on the basis of race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or any other status protected by law. The Board is committed to providing a work environment free from all forms of prohibited harassment or intimidation.

Definition of Prohibited Harassment:

1. Verbal or physical conduct constitutes prohibited harassment when:

A. It is based on an applicant or employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or any other protected status; and

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B. This conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

2. Prohibited harassment refers to behavior that is based on a protected classification; that is not welcome; that is, or would be, offensive to a person of reasonable sensitivity and sensibilities; that fails to respect the rights of another; and that, therefore, unreasonably interferes with an employee's work performance and effectiveness, or creates an intimidating, hostile or offensive working environment. It makes no difference if the harassment is "just joking" or "teasing" or "playful." This conduct may be just as offensive as any other type of harassment.

Specific forms of behavior that may constitute prohibited harassment include, but are not limited to, the following:

Abusive language related to an employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or other protected status, including innuendoes, slurs, suggestive, derogatory or insulting comments or sounds, threats, and jokes based on the employee's protected status.

Use of demeaning or offensive words when referring an employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or other protected status.

Prohibited harassment is not limited to oral comments. Abusive written language, transmitted via E-mail or otherwise, showing or displaying offensive objects or pictures, graphic commentaries or gestures in the workplace, which unreasonably interferes with an employee's

SECOND REVISED DRAFT

work performance or creates an intimidating, hostile, or offensive working environment, are also prohibited.

Any physical contact based on an employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or other protected status that is not welcome.

Any employee who believes that he or she has been subjected to a prohibited harassment should report the alleged misconduct immediately, pursuant to the attached Regulation, so that appropriate corrective action, up to and including discharge of an employee, may be taken at once. The complainant shall not be discouraged from reporting an incident of an alleged prohibited harassment. In the absence of a victim's complaint, the Board, upon learning of, or having reason to suspect, the occurrence of any a prohibited harassment, will ensure that an investigation is promptly commenced by appropriate individuals.

The Board hereby implements the attached procedures on reporting, investigating and remedying allegations of prohibited harassment. Such procedures are to be consistent with any applicable provisions contained in the Town's collective bargaining agreements, the State Civil Service Law and other Federal and State laws on prohibited harassment. Training programs shall be established for employees to raise awareness of the issues surrounding prohibited harassment and to implement preventative measures to help reduce incidents of prohibited harassment.

A copy of this Policy and its accompanying Regulation are to be distributed to all personnel and posted in appropriate places.

SECOND REVISED DRAFT

July 6, 2000

**SEXUAL AND OTHER PROHIBITED FORMS
OF HARASSMENT REGULATION**

In addition to any relevant procedures contained in the attached Policy, the following regulation will implement the Town Board's policy concerning sexual and other prohibited forms of harassment of employees.

The Equal Employment Opportunity Commission has provided a very broad definition of "sexual harassment." The EEOC definition reads as follows:

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

(2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

(3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

An employee can be subjected to sexual harassment even by another employee, a Town Board Member or any individual who foreseeably might come in contact with the employee on Town property or at Town activities. Sexual harassment experienced by employees is not always easily recognized. Sexual harassment may take different forms. The most obvious form is the demand for sexual favors. Other forms of harassment include:

verbal - lewd or sexually suggestive comments, jokes of a sexual nature, sexual propositions or threats

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non-verbal - displaying pornographic photographs or other objects, obscene gestures

physical - unwanted physical contact such as touching, pinching, coerced intercourse, assault.

More specific examples of sexual harassment include:

1. unwanted sexual behavior, which may include touching, verbal comments, sexual name calling, spreading sexual rumors, gestures, jokes, pictures, leers, overly personal conversation, cornering or blocking an employee's movement, pulling at clothes, attempted rape and rape;
2. a female employee in a predominantly male office subjected to sexual remarks by employees who regard the comments as joking and part of the usual work environment;
3. impeding a female employee's work performance in, for example, a maintenance shop; by hiding her tools, questioning her ability to handle the work or suggesting she is somehow "abnormal" for performing these duties;
4. purposefully limiting or denying female employees' access to work-related equipment or tools, such as computers; and
5. teasing a male employee about his assignment to work as, for example, a secretary.

Just as sexual harassment is strictly prohibited, so is harassment on the basis of race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or any other status protected by law. The Board is committed to providing a work environment free from all forms of prohibited harassment or intimidation.

Definition of Prohibited Harassment:

SECOND REVISED DRAFT

1. Verbal or physical conduct constitutes prohibited harassment when:

A. It is based on an applicant or employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or any other protected status; -AND-

B. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

2. Prohibited harassment refers to behavior that is based on a protected classification; that is not welcome; that is, or would be, offensive to a person of reasonable sensitivity and sensibilities; that fails to respect the rights of another; and that, therefore, unreasonably interferes with an employee's work performance and effectiveness, or creates an intimidating, hostile or offensive working environment. It makes no difference if the harassment is "just joking" or "teasing" or "playful." Such conduct may be just as offensive as any other type of harassment.

Specific forms of behavior that may constitute prohibited harassment include, but are not limited to, the following:

Abusive language related to an employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or other protected status, including innuendoes, slurs, suggestive, derogatory or insulting comments or sounds, threats, and jokes based on the employee's protected status.

Use of demeaning or offensive words when referring an employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or other protected status.

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Prohibited harassment is not limited to oral comments. Abusive written language, transmitted via E-mail or otherwise, showing or displaying offensive objects or pictures, graphic commentaries or gestures in the workplace, which unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive working environment, are also prohibited.

Any physical contact based on an employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or other protected status that is not welcome.

Procedures

The Town Board shall designate a Compliance Officer to carry out the Town's responsibilities associated with compliance with the attached Policy. In addition, the Board will designate a second individual for ensuring compliance with this Policy and Regulation so that employees who believe that they have been subjected to a prohibited harassment as described in this regulation will have a second avenue of complaint, if the alleged harasser is the Compliance Officer.

The Supervisor shall notify all employees of the name, office address and telephone number of both designees. In addition, the Board through this Regulation has established grievance procedures that provide for prompt investigation and equitable resolution of employees' prohibited harassment complaints. The Supervisor shall implement specific and continuing steps to notify employees, vendors, constituents, and prospective employees that the Town does not discriminate on the basis of sex or any other protected classification as mentioned in these regulations in its programs or activities. This notification shall include publication in:

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local newspapers; newspapers and magazines operated by the Town or by groups for or in connection with the Town; and memoranda or other written communications distributed to every employee.

All reports of a prohibited harassment as mentioned in these regulations will be held in confidence, subject to all applicable laws and any relevant provisions found in the Town's collective bargaining agreements.

Consistent with Federal and State law, and all applicable provisions contained in the Town's collective bargaining agreements, the following procedures shall be employed in handling any report, investigation and remedial action concerning allegations of a prohibited harassment as described in these regulations.

Complaints

An employee who believes that he or she has been subjected to any form of prohibited harassment is to report the incident to the Compliance Officer or the Alternate Compliance Officer. The Compliance Officer or Alternate Compliance Officer shall notify the Supervisor of all complaints. The employee can pursue his/her complaint informally or file a formal complaint.

Investigation of a Complaint

Upon receipt of a formal or informal complaint, a prompt, thorough and impartial investigation of the allegations must follow by the Compliance Officer or Alternate Compliance Officer. This investigation is to be conducted diligently. All witnesses shall be interviewed and if requested, the victim shall speak with an individual of his/her choice. Complainants are to be notified of the outcome of the investigation.

SECOND REVISED DRAFT**Informal Complaints**

In addition to notification to the Compliance Officer or the Alternate Compliance Officer, an employee who believes that he or she has been subjected to a prohibited harassment may request that an informal meeting be held between the employee and the Supervisor. The employee may also request a meeting with another managerial employee of his or her choice. The employee shall be notified of his/her right to have a representative also attend the interview. The purpose of such a meeting will be to discuss the allegations and remedial steps available.

Depending upon the avenue by which the complaint was filed, the Compliance Officer, Alternate Compliance Officer or Supervisor, each of which will be referred to as the "Manager," will then promptly discuss the complaint with the alleged harasser. The alleged harasser shall be informed of his/her right to Union or other representation. Should the alleged harasser deny the allegations, the Manager is to inform the complainant of the denial and request a formal written complaint to file with his/her report to the next level of management on what has transpired to date. If the complainant submits a formal complaint, a copy of the complaint shall accompany the report with a recommendation for further action.

Should the harasser admit the allegations, the Manager is to obtain a written assurance that the unwelcome behavior will stop. Depending on the severity of the charges, the Manager may impose and/or recommend the imposition of further disciplinary action. Thereafter, the Manager is to prepare a written report of the incident and inform the complainant of the resolution. The complainant is to indicate on the report whether or not he/she is satisfied with the resolution.

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If the complainant is satisfied with the resolution, the incident will be deemed closed. However, the complaint may be reopened for investigation if a recurrence of a prohibited harassment is reported. The Manager is to inform the complainant to report any recurrence of the harassment or any retaliatory action that might occur. Should the complainant be dissatisfied with the resolution, he/she is to file a formal written complaint.

If, during the Manager's informal attempt to resolve the complaint, the alleged harasser admits the allegations but refuses to give assurance that he/she will refrain from the unwelcome behavior, the Manager is to file a report with the next appropriate level in the complaint procedure. The report is to indicate the nature of the complaint, a description of what occurred when the Manager informed the alleged harasser of the allegations against him/her, the harasser's response to the allegations, and a recommendation that stronger corrective measures be taken. This report should be accompanied by the employee's formal complaint.

Formal Complaint

Formal complaints may be submitted either to initially report any incidence of a prohibited harassment, or as a follow-up to an unsatisfactory resolution of an informal attempt to resolve a complaint. In the latter case, the formal written complaint is to be submitted to the Manager originally consulted, who will then forward it to the next appropriate level of management; e.g., the Supervisor or the Town Board, for appropriate action.

The formal written complaint will consist of any appropriate forms and a copy of any applicable Manager reports. The appropriate forms solicit the specifics of the complaint; e.g., date and place of incident, description of the prohibited misconduct, names of any witnesses, and any previous action taken to resolve the matter.

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The Supervisor or the Board shall take immediate, appropriate and corrective action upon a determination of a prohibited harassment. The Supervisor or the Board shall notify the complainant of any findings and action taken.

Remedial Action

If the investigation reveals that any prohibited harassment has occurred, appropriate sanctions will be imposed in a manner consistent with any applicable law and Town collective bargaining agreements. Depending on the gravity of the misconduct, sanctions may range from a reprimand up to and including dismissal of an employee.

Anyone subjecting complainants or witnesses to any form of retaliation will also be subject to disciplinary action in the manner prescribed by law and consistent with any applicable provisions in the Town's collective bargaining agreements. If the investigation reveals that no prohibited harassment has occurred, or if the complainant is not satisfied with the remedial action taken after a finding of a prohibited harassment, the complainant may appeal to the next appropriate level in the complaint procedure. The appeal must include a copy of the original complaint, all relevant reports, the specific action being appealed, and an explanation of why the complainant is appealing.

Post Remedial Action

Following a finding of a prohibited harassment, a victim will be periodically interviewed by the appropriate Manager to ensure that the prohibited harassment has not resumed and that no retaliatory action has occurred. In the discretion of the Town, these follow-up interviews will continue for an appropriate period of time. A report will be made of any victim's response.

Complaint Records

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Upon written request, a complainant should receive a copy of any resolution reports filed by the Manager concerning his/her complaint. Upon substantiation, copies should also be filed with the employment records of both the complainant and the alleged harasser.

Investigation in the Absence of a Complaint

The Board will, upon learning of, or having reason to suspect, the occurrence of any prohibited harassment, and in the absence of a victim's complaint, ensure that an investigation is commenced by the appropriate individuals.

SECOND REVISED DRAFT**SEXUAL AND OTHER PROHIBITED FORMS OF HARASSMENT
COMPLAINT FORM**

Name and position of complainant _____

Date of complaint _____ Name _____

of alleged harasser _____ Date and _____

place of incident _____ Description _____

of misconduct _____

_____ Name of witnesses (if any) _____

_____ Has the incident been reported before? _____ If yes, when? to _____

whom? _____ What was the _____

resolution? _____ Reasons for _____

dissatisfaction _____

SECOND REVISED DRAFT**SEXUAL AND OTHER PROHIBITED FORMS OF HARASSMENT
APPEAL FORM**

Name and position of complainant _____

Date of appeal _____ Date of

original complaint _____ Have there

been any prior appeals? _____

Description of decision being appealed _____

Why is the decision being appealed? _____

SECOND REVISED DRAFT

**SEXUAL AND OTHER PROHIBITED FORMS
OF HARASSMENT POLICY**

The Town Board is committed to safeguarding the right of all employees within the Town to work in an environment that is free from all forms of harassment on the basis of race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or any other status protected by law, including sexual harassment.

The Compliance Officer designated to carry out the Town's responsibilities associated with compliance is JOHN J. HANSEN, Financial Administrator. The Alternate Compliance Officer for the Town of Riverhead is ANDREA LOHNEISS, Community Development Project Supervisor.

SECOND REVISED DRAFT

**SEXUAL AND OTHER PROHIBITED FORMS
OF HARASSMENT POSTING**

The Town Board of the Town of Riverhead ("the Board") is committed to safeguarding the right of all employees within the Town to work in an environment that is free from all forms of prohibited harassment, including sexual harassment. Conduct is deemed to be a prohibited harassment when the recipient perceives such behavior as unwelcome. It is irrelevant that the harasser had no intention to harass the person.

The Board recognizes that harassment of employees can originate from any person, and from peers as well as other employees, Board Members or any individual who foreseeably might come in contact with employees on Town property or at Town-sponsored activities. When an alleged prohibited harassment occurs and the Town knows about it, immediate and appropriate corrective action shall be taken.

The Board, consistent with State and Federal law, therefore condemns all unwelcome behavior of a sexual nature which may impose a requirement of sexual cooperation as a condition of employment, or which may have the purpose or effect of creating an intimidating, hostile, or offensive work environment. The Board also prohibits any retaliatory behavior against a complainant who files a complaint in good faith or witnesses.

The Equal Employment Opportunity Commission has provided a very broad definition of "sexual harassment." The EEOC definition reads as follows:

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,

SECOND REVISED DRAFT

(2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

(3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may take different forms.

The most obvious form is the demand for sexual favors. Other forms of harassment include: lewd or sexually suggestive comments, jokes of a sexual nature, sexual propositions or threats;

non-verbal displaying pornographic photographs or other objects, obscene gestures; physical unwanted physical contact such as touching, pinching, assault, coerced intercourse.

Just as sexual harassment is strictly prohibited, so is harassment on the basis of race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or any other status protected by law. The Board is committed to providing a work environment free from all forms of prohibited harassment or intimidation.

Definition of Prohibited Harassment:

1. Verbal or physical conduct constitutes prohibited harassment when:

A. It is based on an applicant or employee's race, color, ethnicity, religion, creed, sex, national origin, citizenship, age, disability, pregnancy, marital status, veteran status, sexual orientation, or any other protected status; -AND-

B. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

SECOND REVISED DRAFT

2. Prohibited harassment refers to behavior that is based on a protected classification; that is not welcome; that is, or would be, offensive to a person of reasonable sensitivity and sensibilities; that fails to respect the rights of another; and that, therefore, unreasonably interferes with an employee's work performance and effectiveness, or creates an intimidating, hostile or offensive working environment. It makes no difference if the harassment is "just joking" or "teasing" or "playful." Such conduct may be just as offensive as any other type of harassment.

An employee who believes that he or she has been subjected to a prohibited harassment should report the alleged misconduct immediately, so that the appropriate corrective action, up to and including discharge of an employee, may be taken at once. The complainant should not be discouraged from reporting an incident of alleged prohibited harassment. In the absence of a victim's complaint, the Board, upon learning of, or having reason to suspect, the occurrence of any prohibited harassment, will ensure that an investigation is promptly commenced by appropriate individuals.

The Board has adopted a regulation containing detailed procedures for reporting, investigation, and remedying alleged prohibited forms of harassment. Complaints may be made to the Town's Compliance Officer, JOHN J. HANSEN, Accounting Department, 727-3200 Ext. 270 or to ANDREA LOHNEISS, Community Development Office, 727-3200, Ext 287 and formal complaints may also be made to Department heads or other managers.

Copies of the Town regulation detailing the procedures for making complaints, and taking corrective action may be obtained from these same individuals.

No employee will be retaliated against for filing a complaint in good faith, or in cooperating with an investigation.

Adopted

7/18/00

TOWN OF RIVERHEAD

Resolution # 641

**AUTHORIZES THE TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CHANGE THE LOCATION OF A RIVERHEAD TOWN BOARD MEETING**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN LULL :

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice once in the July 27, 2000 issue of the **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the attached public notice to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Supervisor's Office.

THE VOTE

Densieski ☒ Yes ☐ No Cardinal ☒ Yes ☐ No

Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that the Riverhead Town Board meeting scheduled for Tuesday, August 15, 2000, will be held at the Wading River Congregational Church, North Country Road, Wading River, New York at 7:00 o'clock p.m.

Dated: Riverhead, New York
July 18, 2000

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, Town Clerk

7/18/00

TOWN OF RIVERHEAD

Resolution # 642

ACCEPTS RESTORATION BOND OF BELL ATLANTIC

COUNCILMAN CARDINALE

_____ offered the following resolution, was seconded by

COUNCILMAN KENT

WHEREAS, Resolution #535, adopted by the Riverhead Town Board on June 6, 2000, directed Bell Atlantic to post a bond or equivalent security in the amount of \$10,000.00, pursuant to their submitted restoration plan; and

WHEREAS, Bell Atlantic has posted a restoration bond in the amount of Ten Thousand (\$10,000.00) Dollars, in accordance with Resolution #535; and

WHEREAS, the Town Attorney has reviewed said restoration bond and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the restoration bond in the amount of Ten Thousand (\$10,000.00) Dollars issued to the Town of Riverhead; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a certified copy of this resolution to Bell Atlantic, Attn: Paul Bellard, 199 Fulton Avenue, Hempstead, New York, 11550; the Building Department and the Planning Department.

THE VOTE

Densleski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

Adopted**TOWN OF RIVERHEAD***Resolution # 643****ACCEPTS PERFORMANCE BOND OF POND VIEW ASSOCIATES
LLC***

COUNCILMAN LULL offered the following resolution,
which was seconded by **COUNCILMAN DENSIESKI**

WHEREAS, Pond View Associates, LLC has posted a performance bond in the sum of One Hundred Fifty One Thousand Four Hundred Thirty Seven Dollars (\$151,437.00) representing the 5% site plan bond for Phase II Saddle Lakes Condominiums of the construction at Middle Road, Riverhead, New York 11901 Suffolk County Tax Map #0600-082.00-04-229.01 and 226.5 pursuant to Section 108-133 (I) of the Riverhead Town Code; and

WHEREAS, the Town Attorney has reviewed said performance bond and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% performance bond for Phase II of Saddle Lakes Condominiums in the sum of One Hundred Fifty One Thousand Four Hundred Thirty Seven Eight Dollars (\$151,437.00) issued to the Town of Riverhead; and,

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Peter S. Danowski, Jr., Esq., 616 Roanoke Avenue, P O Box 779, Riverhead, New York, NY 11901; the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐
Thereupon Duly Declared Adopted

7/18/00

1203
Adopted

TOWN OF RIVERHEAD

Resolution # 644

ACCEPTS PERFORMANCE BOND OF CARGEX PROPERTIES

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by **COUNCILMAN LULL**

WHEREAS, Cargex Properties has posted a performance bond in the sum of Ninety Thousand Dollars (\$90,000) representing the 5% site plan bond for the work at Route 25A and Edwards Avenue, Calverton, New York pursuant to Section 108-133 I of the Riverhead Town Code; and

WHEREAS, the Town Attorney has review said performance bond and deems it to be sufficient in its form.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby accepts the 5% performance bond in the sum of Ninety Thousand Dollars (\$90,000) issued to the Town of Riverhead; and,

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Cargex Properties, c/o J. Petrocelli Contracting, Inc., 100 Comac Street, Ronkonkoma, New York 11779; the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐
Thereupon Duly Declared Adopted

Adopted

7/18/00

TOWN OF RIVERHEAD**Resolution # 645****AUTHORIZES THE RELEASE OF PERFORMANCE BOND OF CIRCUIT CITY STORES****COUNCILMAN DENSIESKI** offered the following resolution,which was seconded by **COUNCILMAN CARDINALE**

WHEREAS, Circuit City posted a performance bond in the amount of Sixty Four Thousand Four Hundred Eighty Eight Dollars (\$64,488) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, as of this date, no construction has commenced at Riverhead Centre LLC for the Circuit City building, located at Mill Road and Route 58, Riverhead, New York, known and designated as Suffolk County Tax Map # 0600-101.00-02-011.01:

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the performance bond in the amount of Sixty Four Thousand Four Hundred Eighty Eight Dollars (\$64,488). And

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Circuit City Stores Inc., Attn: Kathy Williams, Accounting Specialist, 9950 Mayland Drive, Richmond Va., 23233-1464, the Building Department; the Planning Department and the Town Attorney's Office.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐
Thereupon Duly Declared Adopted

7/18/00

Adopted**TOWN OF RIVERHEAD****Resolution #646****AUTHORIZES THE RELEASE OF PERFORMANCE BOND FOR WALTER GEZARI (MARITIME FUNDING GROUP LTD.)****COUNCILMAN CARDINALE**

offered the following resolution,

which was seconded by

COUNCILMAN LULL

WHEREAS, Walter Gezari. posted a Performance Bond in the sum of One Thousand Ninety Seven Dollars (\$1,097) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and Certificate of Occupancy #15244 dated May 5, 2000 has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the Performance Bond in the sum of One Thousand Ninety Seven Dollars (\$1,097). And

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Walter Gezari, P.O. Box 383, Calverton, New York 11933, the Building Department; the Planning Department, the Town Clerk and the Town Attorney's Office.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐
Thereupon Duly Declared Adopted

7/18/00

Adopted**TOWN OF RIVERHEAD****Resolution # 647****AUTHORIZES THE RELEASE OF PERFORMANCE BOND FOR RIVERHEAD
MEDICAL ARTS, INC.****COUNCILMAN KENT**

offered the following resolution,

which was seconded by

COUNCILMAN DENSIESKI

WHEREAS, Riverhead Medical Arts Inc. posted a Performance Bond in the form of a check in the sum of \$25,000.00 (Twenty Five Hundred Dollars) pursuant to Section 108-133(I) of the Riverhead Town Code; and

WHEREAS, Sharon E. Klos, Building Permits Coordinator, has determined that construction has been completed to the Building Department's satisfaction and Certificate of Occupancy #15082 dated May 25, 2000 has been issued for said construction.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the release of the Performance Bond in the sum of \$25,000.00 (Twenty Five Thousand Dollars). And

BE IT FURTHER RESOLVED, that the Town of Riverhead is hereby authorized to forward a certified copy of this resolution to Riverhead Medical Arts Inc., Tracey Scioscio, 1333 Roanoke Avenue, Riverhead, New York 11901, the Building Department; the Planning Department, the Town Clerk and the Town Attorney's Office.

THE VOTECardinale ☒ Yes ☐ NoDensieski ☒ Yes ☐ NoKent ☒ Yes ☐ NoLull ☒ Yes ☐ NoKozakiewicz ☒ Yes ☐ NoThe Resolution Was ☒ Was Not ☐

Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

AdoptedResolution # 648**REDUCES PERFORMANCE BOND OF NORTH SIDE ESTATES**COUNCILMAN DENSIESKI

offered the following resolution, was seconded by

COUNCILMAN CARDINALE :

WHEREAS, North Side Estates has posted a performance bond representing road and drainage improvements in the subdivision entitled, "North Side Estates"; and

WHEREAS, by letter dated February 2, 2000 from Francis Yakaboski, Esq., it is requested that said performance bond be reduced to \$157,000.00; and

WHEREAS, pursuant to Riverhead Planning Board resolution dated May 8, 2000, John J. Raynor, P.E. has determined that a substantial portion of the road and drainage improvements have been completed and has further recommended that the performance bond be reduced to \$157,000.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves the reduction of the performance bond of North Side Estates to \$157,000.00; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Smith, Finkelstein, Lundberg, Isler & Yakaboski, LLP, 456 Griffing Avenue, P.O. Box 389, Riverhead, New York, 11901, Attn: Francis Yakaboski, Esq.; the Riverhead Planning Department; the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lilli	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

July 18, 2000

Adopted**TOWN OF RIVERHEAD**Resolution # 649**AUTHORIZED THE TOWN OF RIVERHEAD TO APPLY FOR A NYS D.C.J.S.
STOP VIOLENCE AGAINST WOMEN GRANT****COUNCILMAN LULL**

_____ offered the following resolution,

which was seconded by **COUNCILMAN KENT** _____

WHEREAS, there is a NYS DCJS grant to address the issue of Domestic Violence, which the incidence of has increased throughout the Town of Riverhead, and

WHEREAS, if approved, would fund the implementation of a collaborative relationship with an outside agency to provide services such as: victim advocacy, counseling and Police officer sensitivity training to town residents who fall victim to Domestic Violence.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Riverhead may apply for a New York State D.C.J.S. grant to fund this new program and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Charlene G. Kagel and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

Adopted

7/18/00

TOWN OF RIVERHEAD

Resolution # 650

**APPROVES WATRAL BROTHERS, INC. AS DRAINLAYER FOR RIVERHEAD
SEWER DISTRICT**

COUNCILMAN KENT offered the following resolution, was seconded by

COUNCILMAN CARDINALE :

WHEREAS, pursuant to Section 88-3 of the Riverhead Town Code, Watral Brothers, Inc. has submitted a request to become an authorized drainlayer with the Town of Riverhead Sewer District; and

WHEREAS, a performance bond has been posted and a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby approves, Watral Brothers, Inc. as an authorized drainlayer with the Town of Riverhead Sewer District; and further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Watral Brothers, Inc., 45 South 4th Street, North Bay Shore, New York, 11706; Michael Reichel, Sewer District and the Accounting Department.

THE VOTE

Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No
 THE RESOLUTION WAS ☒ WAS NOT ☐
 THEREUPON DULY ADOPTED

TOWN OF RIVERHEAD

RESOLUTION # 651

**AWARDS BID FOR IRON PIER RECONSTRUCTION AND IMPROVEMENT
PROJECT**

Adopted: July 18, 2000

COUNCILMAN DENSIESKI offered the following resolution which was

seconded by COUNCILMAN LULL.

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Iron Pier Reconstruction and Improvement Project; and

WHEREAS, five (5) bids were received, opened and read aloud on the 4th day of November, 1999 at the time and place given in the Notice to Bidders.

NOW, THEREFORE, BE IT RESOLVED, that the bid for the Iron Pier Reconstruction and Improvements be and is hereby awarded to Chesterfield Associates in the amount of One Million Seven Hundred Forty Four Thousand Two Hundred Four and 00/00 (\$1,744,204.00); and

BE IT FURTHER RESOLVED, that the Town Board be and does hereby authorize the Town Clerk to return any and all bid bonds received in connection with the above; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Chesterfield Associates, Ken Testa, P.E., Greg Kelsey, Sidney Bowne, Inc. and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

TOWN OF RIVERHEAD

AdoptedRESOLUTION # 652

REJECTS BID FOR BENJAMIN/CORWIN SITE IMPROVEMENT PROJECT

Adopted: July 18, 2000

COUNCILMAN CARDINALE offered the following resolution which was
seconded by COUNCILMAN KENT.

WHEREAS, the Town Clerk was authorized to publish and post a Notice to Bidders for the Benjamin/Corwin Site Improvement Project; and

WHEREAS, two (2) bids were received, opened and read aloud on the 10th day of May, 2000 at the time and place given in the Notice to Bidders; and

NOW, THEREFORE, BE IT RESOLVED, due to the fact that the bids received exceeded the funds available for this project, the Town Board be and does hereby reject any and all bids received; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs the Town Clerk to return any and all bid bonds in connection with this project; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to S.J. Hoerning Construction, Carter-Melence, Inc., Ken Testa, P.E., Andrea Lohneiss and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lilli	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

7/18/00

Adopted

TOWN OF RIVERHEAD

Resolution # 653**APPROVES APPLICATION OF WORD OF LIFE MINISTRIES**
(CHURCH RELATED STREET RALLY)COUNCILMAN DENSIESKI offered the following resolution, was seconded byCOUNCILMAN LULL :

WHEREAS, Word of Life Ministries has submitted an application for the purpose of conducting a church related street rally to be held at the Lewis Street Park, Lewis Street, Riverhead, New York, on Saturday, August 26, 2000 between the hours of 11:00 a.m. and 5:00 p.m.; and

WHEREAS, the applicant has requested the application fee be waived; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that the application of Word of Life Ministries for the purpose of conducting a church related street rally to be held at the Lewis Street Park, Lewis Street, Riverhead, New York, on Saturday, August 26, 2000 between the hours of 11:00 a.m. and 5:00 p.m. , is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the application fee; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Word of Life Ministries, 10 Peconic Avenue, Riverhead, New York, 11901 and the Riverhead Police Department.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

Adopted

7/18/00

TOWN OF RIVERHEAD

Resolution # 654**AMENDS RESOLUTION #387 OF 2000 (APPROVES APPLICATION OF THE
RIVERHEAD BUSINESS IMPROVEMENT DISTRICT MANAGEMENT
ASSOCIATION - RIVERHEAD BLUES FESTIVAL)**COUNCILMAN LULL offered the following resolution, was seconded byCOUNCILMAN KENT :

WHEREAS, by Resolution #387 adopted on May 2, 2000, the Town Board of the Town of Riverhead approved the application of the Riverhead Business Improvement District Management Association (Riverhead Blues Festival); and

WHEREAS, it has been determined that the closure of Peconic Avenue is necessary to assist with the anticipated traffic in connection with the Riverhead Blues Festival.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby approves the closure of Peconic Avenue, on the following days and times:

July 21, 2000	5:00 p.m. to 11:30 p.m.
July 22, 2000	2:00 p.m. to 12:00 midnight
July 23, 2000	12:00 noon to 6:30 p.m.; and be it further

RESOLVED, that all other terms and conditions of Resolution #387 shall remain in full force and effect; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Riverhead Business Improvement District Management Association and the Riverhead Police Department.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

STATUS **Adopted**

TOWN OF RIVERHEAD

Resolution # 655

**AUTHORIZES TOWN OF RIVERHEAD TO REMOVE RUBBISH, DEBRIS
AND THE CUTTING OF GRASS AND WEEDS FROM PROPERTY
PURSUANT TO CHAPTER 96 ENTITLED, "TRASH, RUBBISH AND REFUSE
DISPOSAL" OF THE RIVERHEAD TOWN CODE**

COUNCILMAN CARDINALE

offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

WHEREAS, Section 96-2. B. of the Riverhead Town Code provides that the Town Board may require the removal of rubbish and debris and the cutting of grass and weeds; and

WHEREAS, property located at 39 Patti Lane, Riverhead, New York also known as Suffolk County Tax Map Number 0600-064.00-03-001.00 is not in compliance with the requirements of Section 96 of the Riverhead Town Code; and

WHEREAS, the Town Board of the Town of Riverhead desires to require the removal of the rubbish and debris and the cutting of the grass at the property above mentioned.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby authorizes the Town Clerk to serve notice upon Landco Mortgage Bankers, Inc., 2116 Merrick Avenue, Suite 3009, Merrick, New York 11566, by certified mail, returned receipt requested and by regular mail in a plain unmarked wrapper. Such notice is to consist of a certified copy of this resolution and the attached notice of property owner; and be it further

RESOLVED, that pursuant to Chapter 96, Section 96-2E., all actual expenses incurred by the Town of Riverhead to remove the rubbish/debris, grass and weeds shall be assessed against the owner; and be it further

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lili	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON ENDED / DOCTED

RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Landco Mortgage Bankers, Inc., 2116 Merrick Avenue, Suite 3009, Merrick, New York 11566; the Building Department, Kenneth Testa, P.E. and the Office of the Town Attorney.

THE VOTE

Cardinale ☐ Yes ☐ No

Densieski ☐ Yes ☐ No

Kent ☐ Yes ☐ No

Lull ☐ Yes ☐ No

Kozakiewicz ☐ Yes ☐ No

The Resolution Was ☐ Was Not ☐
Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

PUBLIC NOTICE

PLEASE TAKE NOTICE, that pursuant to Chapter 96 of the Code of the Town of Riverhead, hereby requires that you cause the property located at 39 Patti Lane, Riverhead, New York 11901 further described as Suffolk County Tax Map Number 0600-064.00-03-001.00, to be cleaned of all rubbish, refuse and other debris and that all the weeds and grass be mowed within ten (10) days of this notice.

Dated: Riverhead, New York
July 5, 2000

BY ORDER OF THE TOWN
BOARD OF THE TOWN OF
RIVERHEAD
BARBARA GRATTAN
Town Clerk

Adopted on **August 31, 2000**

1217

Tabled

~~JULY 18, 2000~~
August 31, 2000

TOWN OF RIVERHEAD

HIGHWAY DEPARTMENT
BUDGET ADJUSTMENT

RESOLUTION # 656

COUNCILMAN KENT

offered the following resolution ,

which was seconded by COUNCILMAN CARDINALE

BE IT RESOLVED, that the Supervisor be and is hereby authorized to establish the following budget adjustment:

111.000000.390599 APPROPRIATED FUND BALANCE

FROM:

\$8,000.

111.051400.547504 GARBAGE EXPENSE

TO:

\$8,000.

COUNCILMAN DENSIESKI OFFERED THE RESOLUTION ^{TO} BE TABLED, WHICH WAS
SECONDED BY COUNCILMAN CARDINALE.

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

Adopted

Tabled

Adopted

July 18, 2000

TOWN OF RIVERHEAD

Resolution # 657

RATIFIES EXTENSION OF MILITARY LEAVE

COUNCILMAN LULL offered the following resolution, which was seconded by **COUNCILMAN DENSIESKI**.

WHEREAS, by Resolution #1156 adopted December 21, 1999, the Town Board granted a military leave of absence to Police Officer Antonio Bassi; and

WHEREAS, resolution #426 was adopted on May 16, 2000, extending this leave until July 31, 2000; and

WHEREAS, due to extenuating circumstances, Antonio Bassi has requested that his unpaid military leave be extended again through and including August 15, 2000.

NOW, THEREFORE, BE IT RESOLVED, that Antonio Bassi be granted an extension of his military leave of absence through and including August 15, 2000.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Antonio Bassi, the Chief of Police and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

July 18, 2000

TOWN OF RIVERHEAD

Resolution # 658

PROMOTES SERGEANT RICHARD T. SMITH TO THE RANK OF LIEUTENANT

seconded by COUNCILMAN KENT offered the following resolution, which was
COUNCILMAN LULL

WHEREAS, a vacancy exists in the Riverhead Police Department for a Police Lieutenant due to a recent retirement; and

WHEREAS, a request was made from the Suffolk County Department of Civil Service to provide a Certification of Eligibles for the position of Police Lieutenant; and

WHEREAS, the Department of Civil Service provided Police Lieutenant List #98-5008-173 designating Richard T. Smith in position #1; and

WHEREAS, it is the recommendation of the Chief of Police to fill the existing vacancy and that Sergeant Richard T. Smith be appointed to that position.

NOW, THEREFORE, BE IT RESOLVED, that Sergeant Richard T. Smith be and is hereby appointed to the position of Police Lieutenant in the Riverhead Police Department effective July 19, 2000, at the annual salary as stipulated and set forth in the current contract existing between the Riverhead Police Superior Officer's Association and the Town of Riverhead.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Richard T. Smith, Chief Joseph Grattan and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON ONLY ADOPTED

July 18, 2000

TOWN OF RIVERHEAD

Resolution # 659

PROMOTES POLICE OFFICER JOHN H. VAIL TO THE RANK OF SERGEANT

COUNCILMAN CARDINALE offered the following resolution, which was seconded by COUNCILMAN DENSIESKI.

WHEREAS, a vacancy exists in the Riverhead Police Department for a Police Sergeant due to a recent promotion; and

WHEREAS, a request was made from the Suffolk County Department of Civil Service to provide a Certification of Eligibles for the position of Police Sergeant; and

WHEREAS, the Department of Civil Service provided Police Sergeant List #99-5007-112 designating John H. Vail in position #1; and

WHEREAS, it is the recommendation of the Chief of Police to fill the existing vacancy and that Police Officer John H. Vail be appointed to that position.

NOW, THEREFORE, BE IT RESOLVED, that Police Officer John H. Vail be and is hereby appointed to the position of Police Sergeant in the Riverhead Police Department effective July 19, 2000, at the annual salary as stipulated and set forth in the current contract existing between the Riverhead Police Superior Officer's Association and the Town of Riverhead.

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to John H. Vail, Chief Joseph Grattan and the Office of Accounting.

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lill ☒ Yes ☐ No
Kozakewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

July 18, 2000

TOWN OF RIVERHEAD

Resolution # 660

**RATIFIES THE APPOINTMENT OF A PART-TIME POLICE OFFICER TO THE
POLICE DEPARTMENT**

COUNCILMAN KENT offered the following resolution, which was
seconded by COUNCILMAN CARDINALE.

WHEREAS, there is a need to place individuals in the position of Part-time Police Officer with the Town of Riverhead Police Department; and

WHEREAS, it is the recommendation of Chief Joseph Grattan that Thomas F. Saladino be appointed to the position of Part-time Police Officer.

NOW, THEREFORE, BE IT RESOLVED, effective July 14, 2000, the Town Board hereby ratifies the appointment of Thomas F. Saladino to the position of Part-time Police Officer at an hourly rate of pay of \$14.00; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby directed to forward a certified copy of this resolution to Thomas F. Saladino, the Chief of Police and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

7/18/00

STATUS _____

¹⁸²²
Adopted

TOWN OF RIVERHEAD

Resolution #661

APPOINTS ENGINEERING ARCHITECT

COUNCILMAN DENSIESKI

offered the following resolution,

which was seconded by

COUNCILMAN LULL

WHEREAS, the Town Board of the Town of Riverhead adopted Resolution number 69-2000 on January 18, 2000, appointing a list of all town consultants, including legal representation, and consultants for planning, computer operation and programming, court reporting, Town Board transcribing, Police Department interpreters, appraisals, and land surveyors; and

WHEREAS, from time to time, the Town Board may wish to amend that list of appointed consultants to be used by the various town department and agencies, such as it did on March 21 (Resolution 256-2000) adding Dunn Engineering and E.S. Kalogeras; and May 23 (Resolution 467-2000) adding TriState Planning & Engineering, P.C.; and

WHEREAS, the Town Board agrees to appoint Martin F. Sendlewski, AIA architect and planner to fulfill contracts needed and as approved by the Town Board.

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby appoints Martin F. Sendlewski, AIA architect and planner to assist the Riverhead Town Engineering Department with specific projects approved by the Town Board; and

BE IT FURTHER, RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Riverhead Town Department of

Engineering; Martin F. Sendlewski, AIA architect and planner at 209 East Avenue in Riverhead; and the Town Office of Accounting.

THE VOTE

Cardinale ☒ Yes ☐ No

Densieski ☒ Yes ☐ No

Kent ☒ Yes ☐ No

Lull ☒ Yes ☐ No

Kozakiewicz ☒ Yes ☐ No

The Resolution Was ☒ Was Not ☐
Thereupon Duly Declared Adopted

07/18/00

Adopted**TOWN OF RIVERHEAD**Resolution # 662**APPOINTS A FILL-IN LIFEGUARD TO THE RIVERHEAD RECREATION
DEPARTMENT****COUNCILMAN KENT**

offered the following resolution,

which was seconded by **COUNCILMAN CARDINALE**

BE IT RESOLVED, that Stacy Bugdin is hereby appointed to serve as a Fill-In Lifeguard, effective July 24, 2000 to and including, September 4, 2000 to be paid at the rate of \$7.75 per hour, and to serve at the pleasure of the Town Board; and :

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date; and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

THE VOTE

Densleski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

Adopted

07/18/00

TOWN OF RIVERHEADResolution # 663**APPOINTS A FILL-IN LIFEGUARD TO THE RIVERHEAD RECREATION
DEPARTMENT**

COUNCILMAN LULL offered the following resolution,
which was seconded by COUNCILMAN CARDINALE

BE IT RESOLVED, that Julie Imwalle is hereby appointed to serve as a Fill-In Lifeguard, effective July 24, 2000 to and including, September 4, 2000 to be paid at the rate of \$7.75 per hour, and to serve at the pleasure of the Town Board; and :

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date; and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

THE VOTE

Densleski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

07/18/00

Adopted**TOWN OF RIVERHEAD**Resolution # 664**APPOINTS A FILL-IN SCOREKEEPER TO THE RIVERHEAD RECREATION DEPARTMENT****COUNCILMAN KENT**

offered the following resolution,

which was seconded by **COUNCILMAN DENSIESKI**

BE IT RESOLVED, that G. J. Mittleman is hereby appointed to serve as a Fill-In Scorekeeper, effective July 18, 2000 to and including, September 4, 2000 to be paid at the rate of \$6.00 per hour, and to serve at the pleasure of the Town Board; and :

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date; and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

07/18/00

Adopted**TOWN OF RIVERHEAD**Resolution # 665**APPOINTS A FILL-IN BEACH ATTENDANT TO THE RIVERHEAD
RECREATION DEPARTMENT**

COUNCILMAN DENSIESKI _____ offered the following resolution,
 which was seconded by **COUNCILMAN LULL** _____

BE IT RESOLVED, that G. J. Mittleman is hereby appointed to serve as a Fill-In Beach Attendant, effective July 18, 2000 to and including, September 4, 2000 to be paid at the rate of \$6.50 per hour, and to serve at the pleasure of the Town Board; and :

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date; and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
 THEREUPON DULY ADOPTED

7/18/00

TOWN OF RIVERHEAD

Resolution # 666

1228
Adopted

**APPOINTS A SUMMER RECREATION AIDE
TO THE RIVERHEAD RECREATION DEPARTMENT**

COUNCILMAN KENT

_____ offered the following resolution,

which was seconded by COUNCILMAN DENSIESKI

RESOLVED, that Rachel Vaccaro is hereby appointed to serve as a Summer Recreation Aide, effective, July 19, 2000 to and including, August 18, 2000 to be paid at the rate of \$7.00 per hour, and to serve at the pleasure of the Town Board; and

BE IT FURTHER, RESOLVED, that this position is subject to the following condition(s):

1. All applications and appropriate forms are to be completed (in the Office of Accounting) PRIOR to start date; and

BE IT FURTHER, RESOLVED, that the Town Board hereby authorizes the Town Clerk to forward this Resolution to the Recreation Department and the Office of Accounting.

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

7/18/00

Adopted

Town of Riverhead

Resolution # 667

Amends Resolution # 592

COUNCILMAN CARDINALE

offered the following resolution,

which was seconded by COUNCILMAN KENT:

WHEREAS, Town Board has approved the attendance of Joseph Maiorana at both the the Council for Urban Economic Development (CUED) Economic Development Planning course and the National Association of Installation Developers (NAID) Annual Conference from August 2 through August 8 in Monterey.

THEREFORE, BE IT FURTHER RESOLVED, that the Riverhead Town Board hereby amends Resolution #592 and sets the limit on all costs to \$2,700.

THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to the Accounting Department and Community Development Director Andrea Lohneiss.

THE VOTE

Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

7/18/00

Withdrawn

TOWN OF RIVERHEAD

Resolution # 668

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE FOR A
PROPOSED LOCAL LAW TO AMEND CHAPTER 101 OF THE RIVERHEAD TOWN
CODE**

COUNCILMAN DENSIESKI

offered the following resolution, was seconded by

COUNCILMAN KENT :

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice once in the July 27, 2000 issue of the News Review Newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to Chapter 101 entitled, "Vehicles and Traffic" to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Highway Department and the Police Department.

**COUNCILMAN LULL OFFERED THE RESOLUTION TO BE WITHDRAWN, WHICH
WAS SECONDED BY COUNCILMAN DENSIESKI.**

THE VOTE
 Densieski ☒ Yes ☐ No Cardinals ☒ Yes ☐ No
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No
 THE RESOLUTION WAS ☒ WAS NOT ☐
 THEREUPON DULY ADOPTED ~~XXXXXX~~

WITHDRAWN

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

1231

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, in the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 1st day of August, 2000 at 7:10 o'clock p.m. to consider a proposed local law to amend Chapter 101 (Vehicles and Traffic) of the Riverhead Town Code as follows:

§101-3. Stop and yield intersections; railroad crossings; parking fields.

A. Stop intersections.

Intersection	Stop Sign On	Entrance From
<u>Access Road from</u> <u>25</u>	<u>Riverfront Drive</u>	<u>North</u>
<u>Access Road from</u> <u>25</u>	<u>Riverfront Drive</u>	<u>West</u>
<u>Access Road from</u>	<u>Riverfront Drive</u>	<u>East</u>

§ 101-4. One-way streets.

The streets or portions thereof listed below are hereby designated as one-way streets, and traffic shall travel on such only in the direction indicated:

Street	Direction	Limits
<u>Riverfront Drive</u>	<u>Northerly</u>	<u>From the Peconic River</u> <u>thence northerly to</u> <u>the intersection of</u> <u>Rte. 25</u>

§ 101-10.1. Parking, standing and stopping prohibited.

The parking, standing or stopping of vehicles is hereby prohibited, except for emergency and police vehicles, in certain locations as follows:

Street/Area	Side	Location
<u>Riverfront Drive</u>	<u>South</u>	<u>East of McDermott</u> <u>Avenue along the boardwalk</u>
<u>Ostrander Avenue</u>	<u>West</u>	<u>From the southerly boundary line</u> <u>of the railroad south to a point</u> <u>20 feet south of the southerly</u> <u>boundary of 2nd Street</u>
<u>2nd Street</u>	<u>South</u>	<u>From the westerly boundary</u> <u>line of Ostrander Avenue</u> <u>west for a distance of 20 feet</u>

§ 101-13. Parking time limited.

1232

Parking is hereby prohibited for longer than the time limit designated upon any of the following described streets, or portions thereof, and parking fields:

- A. Thirty minutes. The parking of vehicles for a period longer than 30 minutes between the hours of 9:00 a.m. and 5:00 p.m., except Sundays and holidays, is prohibited in the following locations:

Street	Side	Location
<u>Union Avenue</u>	<u>West</u>	<u>Beginning at its intersection with Rte. 25 (East Main Street) northerly for a distance of 122 feet</u>

- B. One hour. The parking of vehicles for a period longer than one hour between the hours of 9:00 a.m. and 5:00 p.m., except Sundays and holidays, is prohibited in the following locations:

Street	Side	Location
<u>Parking Lot East of Salvation Army</u>	<u>East</u>	<u>The six (6) parking spaces situated south of Rte. 25 immediately next to the first two spaces which are designated as "Handicapped Parking"</u>

- E. Two hours. The parking of vehicles for a period of longer than two hours is prohibited in the following locations between the hours of 9:00 a.m. and 5:30 p.m., except Sundays and holidays:

Street	Side	Location
<u>Parking Lot East of Salvation Army</u>	<u>East</u>	<u>The six (6) parking spaces immediately south of the two "Handicapped Parking" spaces and the six "one hour" parking spaces</u>

Dated: Riverhead, New York
July 18, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

* Underscore represents addition(s)

BARBARA GRATTAN, Town Clerk

7/18/00

Adopted

TOWN OF RIVERHEAD

Resolution # 669

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER A LOCAL LAW TO AMEND CHAPTER 108, ENTITLED "ZONING" OF
THE RIVERHEAD TOWN CODE (BUSINESS F DISTRICT)**

COUNCILMAN LULL

offered the following resolution, was seconded by

COUNCILMAN CARDINALE :

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice once in the July 27, 2000 issue of the **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed local law to Chapter 108 entitled, "Zoning" to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Riverhead Planning Department; the Riverhead Planning Board, the Riverhead Building Department and the Office of the Town Attorney.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 1st day of August, 2000 at 7:05 o'clock p.m. to consider a local law amending Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

§ 108-44.11. Permitted uses.

A. MovieTheater. (The building area for the movie theater use shall be no greater than 45,000 square feet.)

Dated: Riverhead, New York
July 18, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

* Underline represents

7/18/00

TOWN OF RIVERHEAD

Adopted

ORDER CALLING PUBLIC HEARING
PURCHASE OF SEWER TELEVISION INSPECTION SYSTEM
RIVERHEAD SEWER DISTRICT

Adopted: 07/18/00RESOLUTION # 670

COUNCILMAN KENT offered the following resolution
which was seconded by COUNCILMAN CARDINALE,

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has duly caused to be prepared bid specifications relating to the increase and improvement of the facilities of the Riverhead Sewer District of said Town, specifically the purchase of a sewer television inspection system, and

WHEREAS, the maximum amount proposed to be expended for said overall improvement is \$34,275 which shall be allocated and charged as the cost of increasing and improving the facilities of the Riverhead Sewer District and shall be borne by the entire District to be paid from existing funds; and

WHEREAS, it is necessary that a public hearing be held on the question of the increase and improvement of the facilities of the entirety of said Riverhead Sewer District as described above, in accordance with the provisions of Section 202-b of the Town Law;

NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, 200 Howell Avenue, Riverhead, New York, in said Town, on the 15th day of August, 2000, at 7:20 o'clock p.m., prevailing time, on the question of the increase and improvement of the facilities of the Riverhead Sewer District in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the notice of public hearing to be published in the July 27, 2000 edition of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less

than ten, nor more than twenty days before the date designated for the public hearing.

Section 3. The project described in the preambles hereto is hereby determined to be an "unlisted action" under the State Environmental Quality Review Act, the implementation of which, as proposed, will not result in any significant environmental effects.

Section 4. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Riverhead Sewer District pursuant to Section 202-b of the Town Law. The object of such hearing will be the increase and improvement of the Riverhead Sewer District regarding the purchase of a sewer television inspection system. The bid specifications detailing the scope of the work is available at the Office of the Town Clerk during normal business hours. All persons wishing to be heard should be present at Riverhead Town Hall, 200 Howell Avenue, on Tuesday, August 15, 2000, at 7:20 p.m. The estimated cost of the improvements is \$34,275 to be paid from existing district funds.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Riverhead, New York
July 18, 2000

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

Section 5: This order shall take effect immediately.
and be it further

RESOLVED, that the Town Clerk shall forward certified copies of this resolution to Superintendent Reichel and Frank Isler, Esq.

THE VOTE
Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
Kozakewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

7/18/00

TOWN OF RIVERHEAD

Resolution # 671

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE FOR A
LOCAL LAW TO CONSIDER AN AMENDMENT TO CHAPTER 108 ENTITLED,
"ZONING" OF THE RIVERHEAD TOWN CODE**

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN CARDINALE :

RESOLVED, the Town Clerk be and is hereby authorized to publish the attached public notice to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code once in the July 27, 2000 issue of the **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the proposed amendment to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to the Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Building Department and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lill	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

TOWN OF RIVERHEAD PUBLIC NOTICE

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 1st day of August, 2000 at 7:20 o'clock p.m. to consider a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code as follows:

Chapter 108 "Zoning"

(14) Park and playground sites.

- (c) Where the Planning Board deems it to be in the best interest to require the developer to deposit a payment, the amount to be paid shall be at the rate of ~~\$2,000~~ \$5,000 per each lot in the subdivision effective immediately. ~~In lieu of a cash payment, the subdivider may post certificate of deposit or pass book in the name of the Town of Riverhead equal to the total fee as required herein. Where such cash, certificate of deposit or pass book is deposited, the fee of \$2,000 shall be paid to the Town of Riverhead prior to the issuance of each certificate of occupancy of residential structures within the subdivision by the Building Inspector. The balance shall be payable in full on the second anniversary date on which this certificate of deposit or passbook was deposited and shall be withdrawn from such account by order to the Town Board. Such interest as may accrue on the certificate of deposit or passbook shall be returned and taxable to the depositor. Such payment shall be made in cash to the Town of Riverhead prior to the affixing of the signature of the Chairman of the Planning Board upon the relevant subdivision map.~~
- (e) If the Planning Board shall require that certain land be reserved for park, playground or other recreational purposes and a cash deposit be made, the cash deposit shall be equal to the amount hereinbefore set forth, e.g., ~~two~~ five thousand dollars (~~\$2,000.-~~) (\$5,000.-) for each lot in the subdivision, less the cost of land reserved at the rate of five thousand dollars (\$5,000.) per acre and less the cost of the amount approved for the construction of the improvements in the recreational area. The amended fee of ~~two~~ five thousand dollars (~~\$2,000.-~~) (\$5,000.-) shall apply to all subdivisions which receive final plat approval after ~~January 13, 1987~~ September 1, 2000.

§ 108-146. Condominium map approval.

- A. The Planning Board is hereby empowered to approve condominium maps for filing with the Clerk of the County of Suffolk, subject to all applicable rules and regulations and the payment of a recreation fee of an amount equal to two five-thousand dollars (\$2,000.-) (\$5,000.-) per dwelling unit to the Town of Riverhead. ~~In lieu of a cash payment, the developer may post a bond or letter of credit equal to the total fee, as required herein. The~~

~~term of such bond or letter of credit shall extend for a period of two (2) years and six (6) months. After two (2) years from the date of the issuance of the bond or letter of credit, the balance of the fee covering all the lots shall be due. The Town Board may extend the due date upon proof that the bond or letter of credit remains in full force and effect. The Clerk of the Planning Board shall maintain a log of the expiration dates of all such bonds. Where such cash or letter of credit is deposited, the fee of two three thousand dollars (\$2,000.) (\$3,000.) shall be paid to the Town of Riverhead prior to the issuance of each certificate of occupancy by the Building Inspector. Such payment shall be made in cash to the Town of Riverhead prior to the affixing of the signature of the Chairman of the Planning Board upon the relevant subdivision map.~~

§ 108-133. Conditions for approval.

J. Garden apartments. Prior to the approval of site plan applications for garden apartments, a recreation fee in the amount equal to three thousand dollars (\$3,000.) per apartment unit shall be paid to the Town of Riverhead prior to site plan approval.

Dated: Riverhead, New York
July 18, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

- Underline represents addition(s)
- Overstrike represents deletion(s)

Adopted

July 18, 2000

TOWN OF RIVERHEADResolution # 672**AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF
PUBLIC HEARING – WILLIAM RULE (BLUE MEADOW FARM BED &
BREAKFAST)**

COUNCILMAN LULL offered the following resolution which
was seconded by COUNCILMAN DENSIESKI

WHEREAS, the Town Board of the Town of Riverhead is in receipt of a special permit petition pursuant to Sections 108-3, 108-21 B(8) and 108-64.5 of the Town Code from William A. Rule (Blue Meadow Farm Bed & Breakfast) for operation of a bed and breakfast facility in an existing dwelling on a .74 acre parcel zoned Agriculture A located at 1154 Middle Road, Riverhead; such real property more particularly described as Suffolk County Tax Map Nos. 0600-81-1-29, and

WHEREAS, the Riverhead Town Board by resolution #396 of 2000 declared themselves Lead Agency in this matter and has determined the action to be Unlisted pursuant to 6NYCRR Part 617, and

WHEREAS, such petition has been referred to the Riverhead Planning Board for its report and recommendation; such Planning Board recommending approval of the petition with conditions, and

WHEREAS, the Town Board desires to hold a hearing upon the subject petition pursuant to Section 108-3 of the Town Code, now

THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice of public hearing in the official newspaper of the Town of Riverhead.

THE VOTE

Densieski	✓	Yes	___	No	___	Cardinale	✓	Yes	___	No	___
Kent	✓	Yes	___	No	___	Lull	✓	Yes	___	No	___
Kozakiewicz	✓	Yes	___	No	___						

THE RESOLUTION WAS X WAS NOT
THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will be held on the 15th day of August, 2000 at 7:15 o'clock p.m. at Wading River Congregational Church, North Country Road, Wading River, New York to consider the special permit petition of William Rule (Blue Meadow Farm Bed & Breakfast) to allow a bed and breakfast upon real property located at 1154 Middle Road, Riverhead; such real property more particularly described as Suffolk County Tax Map No. 0600-81-1-29.

DATED: July 18, 2000
Riverhead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, TOWN CLERK

July 18, 2000

TOWN OF RIVERHEAD

Resolution # 673**Adopted****AUTHORIZES TOWN CLERK TO PUBLISH AND POST NOTICE OF
PUBLIC HEARING – CSC ACQUISITION CORPORATION**

_____ **COUNCILMAN CARDINALE** _____ offered the following resolution which
was seconded by _____ **COUNCILMAN KENT** _____

WHEREAS, the Town Board of the Town of Riverhead is in receipt of a special permit petition from Stephen LoGrasso on behalf of CSC Acquisition Corporation for the expansion of a pre-existing, non-conforming cablevision telecommunications facility, by the demolition of one existing structure and construction of a new addition to another; such real property more particularly described as Suffolk County Tax Map Nos. 0600-105-1-3, and

WHEREAS, the Riverhead Town Board by resolution #393 of 2000 declared themselves Lead Agency in this matter and has determined the action to be Unlisted pursuant to 6NYCRR Part 617, and

WHEREAS, such petition has been referred to the Riverhead Planning Board for its report and recommendation; such Planning Board recommending approval of the petition subject to the condition that the Town Board's consideration of the special be simultaneous with the site plan review, and

WHEREAS, the Town Board desires to hold a hearing upon the subject petition pursuant to Section 108-3 of the Town Code, now

THEREFORE BE IT

RESOLVED, that the Town Clerk be authorized to publish and post the attached notice of public hearing in the official newspaper of the Town of Riverhead.

THE VOTE
 Densieski ☒ Yes ☐ No Cardinale ☒ Yes ☐ No
 Kent ☒ Yes ☐ No Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ **WAS NOT** ☐
THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will be held on the 15th day of August, 2000 at 7:10 o'clock p.m. at Wading River Congregational Church, North Country Road, Wading River, New York to consider the special permit petition of CSC Acquisition Corp., for the expansion of a telecommunications facility upon real property located at Route 58, Riverhead; such real property more particularly described as Suffolk County Tax Map No. 0600-105-1-3.

DATED: July 18, 2000
Riverhead, New York

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

BARBARA GRATTAN, TOWN CLERK

7/18/00

TOWN OF RIVERHEAD

Resolution # 674**Adopted**

**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE TO
CONSIDER THE ACCEPTANCE OF A DONATION OF WATERFRONT PROPERTY
OF JOHN AND FRANCES DIVELLO (DOLPHIN WAY)**

COUNCILMAN KENT offered the following resolution, was seconded by

COUNCILMAN LULL :

WHEREAS, by memorandum dated June 7, 2000, the Riverhead Town Farmland Select/Community Preservation Fund Committee has recommended that due to the Town of Riverhead's lack of property with frontage on the Long Island Sound, the Town of Riverhead accept the donation of a parcel, approximately .5 of an acre in size, located on Dolphin Way, Riverhead, New York, further described as Suffolk County Tax Map #0600-4-1-5, owned by John and Frances DiVello.

NOW THEREFORE BE IT RESOLVED, the Town Clerk is hereby authorized to publish the attached public notice to consider the acceptance of a donation to the Town of Riverhead of water front property located on Dolphin Way, Riverhead, New York, further described as Suffolk County Tax Map #0600-4-1-5, owned by John and Frances DiVello; and be it further

RESOLVED, that the Town Clerk is hereby authorized to post and publish the attached public notice once in the July 27, 2000 issue of **News Review**, the newspaper hereby designated as the official newspaper for this purpose, and to post same on the signboard in Town Hall; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Town Board; the Riverhead Town Farmland Committee; the Assessor's Office; the Riverhead Planning Department; the Riverhead Planning Board; the Town Attorney's Office and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead at 200 Howell Avenue, Riverhead, New York on the 15th day of August, 2000 at 7:05 o'clock p.m. to consider the acceptance of a donation to the Town of Riverhead of property of approximately .5 acres having frontage on the Long Island Sound, located on Dolphin Way, Riverhead, New York, further described as Suffolk County Tax Map #0600-4-1-5, owned by John and Frances DiVello.

Dated: Riverhead, New York
July 18, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

7/18/00

Adopted

TOWN OF RIVERHEAD

Resolution # 675**AUTHORIZES TOWN CLERK TO PUBLISH AND POST PUBLIC NOTICE IN CONNECTION WITH INDIVIDUALIZED RESIDENTIAL ALTERNATIVE FOR THE DEVELOPMENTALLY DISABLED (GROUP HOME LIVING)**

COUNCILMAN LULL offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, as provided in Section 41.34 of the Mental Hygiene Law, any agency that wishes to establish and operate an Individualized Residential Alternative (IRA) residence within the Town of Riverhead must submit a letter of notification and intent as to the location of the proposed residence; and

WHEREAS, Aid to the Developmentally Disabled, Inc. (ADD) has submitted a letter of notification and intent dated July 10, 2000, to establish and operate an Individualized Residential Alternative (IRA) at 25 Patti Lane, Riverhead, New York; and

WHEREAS, the Town Board of the Town of Riverhead must respond to the sponsoring agency within 40 (forty) days of the date of the letter of notification and intent; and

WHEREAS, the Town Board of the Town of Riverhead determines that it be in the best interest of Town of Riverhead residents to be made aware of the submission of the letter of notification and intent of the proposed Individualized Residential Alternative (IRA) of ADD.

NOW THEREFORE BE IT RESOLVED, the Town Clerk be and is hereby authorized to publish and post the attached public notice once in the July 27, 2000 edition of the News Review, the newspaper hereby designated as the official newspaper for this purpose, and also to cause a copy of the public notice to be posted on the sign board of the Town; and be it further

RESOLVED, that the Town Clerk be and is hereby directed to forward a copy of this resolution to Aid to the Developmentally Disabled, Inc., Attn: Donald Rieb, Executive Director, 877 East Main Street, Riverhead, New York, 1901; the Supervisor's Office and the Office of the Town Attorney.

THE VOTE

Densleski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON FULLY ADOPTED

**TOWN OF RIVERHEAD
PUBLIC NOTICE**

PLEASE TAKE NOTICE that a public hearing will be held before the Town Board of the Town of Riverhead, at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on the 1st day of August, 2000 at 7:15 o'clock p.m. to consider the establishment and operation of an Individualized Residential Alternative (IRA) at 25 Patti Lane, Riverhead, New York.

Dated: Riverhead, New York
July 18, 2000

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

BARBARA GRATTAN, Town Clerk

Withdrawn 1248

7/18/00

TOWN OF RIVERHEAD

Resolution # 676

ORDER CALLING PUBLIC HEARING
INCREASE AND IMPROVEMENT TO THE DISTRICT
SEWER TELEVISION INSPECTION SYSTEM

COUNCILMAN KENT

offered the following resolution, was seconded by

COUNCILMAN DENSIESKI :

WHEREAS, the Town Board of the Town of Riverhead, Suffolk County, New York, has duly caused to be prepared bid specifications and estimate of cost relating to the increase and improvement of the facilities of the Riverhead Sewer District of said Town, specifically the purchase of a sewer television inspection system; and

WHEREAS, the maximum amount proposed to be expended for said overall improvement is \$35,000 which shall be allocated and charged as the cost of increasing and improving the facilities of the Riverhead Sewer District and shall be borne by the entire District to be paid from existing funds; and

WHEREAS, it is necessary that a public hearing be held on the question of the increase and improvement of the facilities of the entirety of said Riverhead Sewer District as described above, in accordance with the provisions of Section 202-b of the Town Law.

NOW THEREFORE IT IS HEREBY ORDERED, by the Town Board of the Town of Riverhead, Suffolk County, New York, as follows:

Section 1. A public hearing will be held at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, in said Town, on the 15th day of August, 2000, at 7:05 o'clock p.m., prevailing time, on the question of the increase and improvement of the facilities of the Riverhead Sewer District in the Town of Riverhead, Suffolk County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the notice of public hearing to be published in the July 27, 2000 edition of the News Review, the

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**COUNCILMAN KENT OFFERED THE RESOLUTION
TO BE WITHDRAWN, WHICH WAS SECONDED BY
COUNCILMAN DENSIESKI.**

THE VOTE
Densieski ☒ Yes ___ No ___
Kent ☒ Yes ___ No ___
Kozakiewicz ☒ Yes ___ No ___
Cardinale ☒ Yes ___ No ___
Kull ☒ Yes ___ No ___
THE RESOLUTION WAS ☒ WAS NOT
THEREUPON DULY ~~ADOPTED~~

Adopted

7/18/00

TOWN OF RIVERHEAD

Resolution # 677

APPROVES APPLICATION OF EAST END ARTS COUNCIL, INC.
(BLUES CONCERT)

COUNCILMAN DENSIESKI offered the following resolution, was seconded by

COUNCILMAN LULL :

WHEREAS, the East End Arts Council has submitted an application for the purpose of conducting a Blues Concert to be held at Palmer Vineyard, 108 Sound Avenue, Aquebogue, New York, on Saturday, July 22, 2000 between the hours of 6:30 p.m. and 8:30 p.m.; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents including the certificate of insurance regarding said application.

NOW THEREFORE BE IT RESOLVED, that the application of the East End Arts & Humanity Council, Inc. for the purpose of conducting a Blues Concert to be held at Palmer Vineyard, 108 Sound Avenue, Aquebogue, New York, on Saturday, July 22, 2000 between the hours of 6:30 p.m. and 8:30 p.m., is hereby approved; and be it further

RESOLVED, that the Town Board of the Town of Riverhead be and hereby waives the application fee; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the East End Arts, 133 East Main Street, Riverhead, New York, 11901; Ken Testa, P.E. and the Riverhead Police Department.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

Adopted

7/18/00

TOWN OF RIVERHEAD

Resolution # 678AMENDS RESOLUTION #637 OF 2000**COUNCILMAN DENSIESKI**

_____ offered the following resolution, was seconded by

COUNCILMAN LULL _____ :

WHEREAS, Resolution #637 adopted on July 5, 2000, authorized the Town Clerk to publish and post a public notice for the consideration of a local law to amend Chapter 108 entitled, "Zoning" of the Riverhead Town Code; and

WHEREAS, said resolution incorrectly noticed that a public hearing would be held on January 18, 2000, which should have correctly noticed the public hearing date of July 18, 2000.

NOW THEREFORE BE IT RESOLVED, the Town Board of the Town of Riverhead hereby ratifies Resolution #637 adopted by the Riverhead Town Board on July 5, 2000 by correcting the public hearing date to July 18, 2000; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to the Riverhead Planning Department; the Riverhead Planning Board; the Riverhead Building Department and the Office of Accounting.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

7/18/00

Adopted

TOWN OF RIVERHEAD

Resolution # 679**APPROVES APPLICATION OF VICKI STACIWO**
(ARTS DISTRICT)**COUNCILMAN DENSIESKI**

_____ offered the following resolution, was seconded by

COUNCILMAN KENT

WHEREAS, Article XXXVIII "Arts District" of the Code of the Town of Riverhead has been adopted as a policy for providing for mechanisms which assist in the revitalization of the Central Business District of the Town of Riverhead; and

WHEREAS, Vicki Staciwo, Director of the Business Improvement District Management Association, has submitted an application for a permit to establish a residence in a second floor apartment located on Roanoke Avenue, Riverhead, New York, which is located within the Arts District boundaries.

NOW THEREFORE BE IT RESOLVED, that upon review of the application submitted by Vicki Staciwo, the Town Board of the Town of Riverhead hereby determines that Vicki Staciwo meets the criteria for the designation of an "artist" and hereby approves said permit application for the purpose of establishing a residence in a second floor apartment located on Roanoke Avenue, Riverhead, New York; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Vicki Staciwo, the Town Clerk; the Riverhead Building Department; the Riverhead Planning Department and the Office of the Town Attorney.

THE VOTE

Densieski	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Cardinale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kent	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Kull	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Kozakiewicz	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

THE RESOLUTION WAS ☒ WAS NOT ☐

THEREUPON DULY ADOPTED

RESOLUTION # <u>680</u> ABSTRACT #29-00 JULY 7, 2000 (TBM 7/10/00)				
COUNCILMAN KENT offered the following Resolution which was seconded by				
COUNCILMAN CARDINALE				
FUND NAME		CD-6/30/00	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ 1,500,000.00	\$ 30,384.81	\$ 1,530,384.81
PARKING METER	002	\$ 2,000.00	\$ -	\$ 2,000.00
AMBULANCE	003	\$ 14,000.00	\$ -	\$ 14,000.00
POLICE ATHLETIC LEAGUE	004	\$ 13,000.00	\$ -	\$ 13,000.00
TEEN CENTER	005	\$ 5,500.00	\$ -	\$ 5,500.00
RECREATION PROGRAM	006	\$ 55,000.00	\$ 2,043.50	\$ 57,043.50
SR NUTRITION SITE COUNCIL	007	\$ 1,200.00	\$ -	\$ 1,200.00
D.A.R.E. PROGRAM FUND	008	\$ 900.00	\$ -	\$ 900.00
CHILD CARE CENTER BUILDING FUND	009	\$ 21,000.00	\$ 52.48	\$ 21,052.48
YOUTH COURT SCHOLARSHIP FUND	026	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ -	\$ -
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
EDZ FUND	030	\$ -	\$ -	\$ -
HIGHWAY	111	\$ 600,000.00	\$ 2,237.71	\$ 602,237.71
WATER	112	\$ -	\$ 1,277.50	\$ 1,277.50
REPAIR & MAINTENANCE	113	\$ 475,000.00	\$ -	\$ 475,000.00
RIVERHEAD SEWER DISTRICT	114	\$ 600,000.00	\$ 419.36	\$ 600,419.36
REFUSE & GARBAGE COLLECTION	115	\$ 325,000.00	\$ -	\$ 325,000.00
STREET LIGHTING	116	\$ 185,000.00	\$ 18,082.74	\$ 203,082.74
PUBLIC PARKING	117	\$ 75,000.00	\$ 921.80	\$ 75,921.80
BUSINESS IMPROVEMENT DISTRICT	118	\$ 20,000.00	\$ 3,000.00	\$ 23,000.00
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ 100,000.00	\$ 2,819.76	\$ 102,819.76
CALVERTON SEWER DISTRICT	124	\$ 65,000.00	\$ -	\$ 65,000.00
WORKER'S COMPENSATION FUND	173	\$ 600,000.00	\$ 2,005.96	\$ 602,005.96
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ 1,275,000.00	\$ -	\$ 1,275,000.00
UNEMPLOYMENT INSURANCE FUND	176	\$ 6,000.00	\$ -	\$ 6,000.00
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 126.72	\$ 126.72
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ 50,000.00	\$ -	\$ 50,000.00
WATER DEBT	383	\$ 900,000.00	\$ 2,042.50	\$ 902,042.50
GENERAL FUND DEBT SERVICE	384	\$ -	\$ 25,680.00	\$ 25,680.00
SCAVENGER WASTE DEBT	385	\$ 55,000.00	\$ -	\$ 55,000.00
COMM DEVEL AGENCY CAP PROJECT	405	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ 25,000.00	\$ 106,062.02	\$ 131,062.02
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ -	\$ -
SENIORS HELPING SENIORS	453	\$ -	\$ -	\$ -
EISEP	454	\$ -	\$ -	\$ -
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ 200,000.00	\$ 1,633.70	\$ 201,633.70
MUNICIPAL GARAGE	626	\$ 4,000.00	\$ -	\$ 4,000.00
TRUST & AGENCY	735	\$ -	\$ 135,000.00	\$ 135,000.00
SPECIAL TRUST	736	\$ 475,000.00	\$ -	\$ 475,000.00
COMMUNITY PRESERVATION FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ -	\$ -
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 449.93	\$ 449.93
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ 7,647,600.00	\$ 334,240.49	\$ 7,981,840.49

Adopted

THE VOTE
 Deneski ☒ Yes ☐ No
 Kent ☒ Yes ☐ No
 Cardinale ☒ Yes ☐ No
 Lull ☒ Yes ☐ No
 Kozakiewicz ☒ Yes ☐ No
THE RESOLUTION WAS ☒ WAS NOT ☐
THEREUPON DULY ADOPTED

Adopted

RESOLUTION # 680 ABSTRACT #30-00 JULY 13, 2000 (TBM 7/18/00)				
COUNCILMAN KENT offered the following Resolution which was seconded by				
COUNCILMAN CARDINALE				
FUND NAME		CD-NONE	CHECKRUN TOTALS	GRAND TOTALS
GENERAL TOWN	001	\$ -	\$ 584,318.18	\$ 584,318.18
PARKING METER	002	\$ -	\$ -	\$ -
AMBULANCE	003	\$ -	\$ -	\$ -
POLICE ATHLETIC LEAGUE	004	\$ -	\$ 81.00	\$ 81.00
TEEN CENTER	005	\$ -	\$ -	\$ -
RECREATION PROGRAM	006	\$ -	\$ 11,502.44	\$ 11,502.44
SR NUTRITION SITE COUNCIL	007	\$ -	\$ -	\$ -
D.A.R.E. PROGRAM FUND	008	\$ -	\$ 448.25	\$ 448.25
CHILD CARE CENTER BUILDING FUND	009	\$ -	\$ -	\$ -
YOUTH COURT SCHOLARSHIP FUND	025	\$ -	\$ -	\$ -
SRS DAYCARE BUILDING FUND	027	\$ -	\$ 1,574.07	\$ 1,574.07
COMMUNITY P.E.T.S. SHELTER	028	\$ -	\$ -	\$ -
EDZ FUND	030	\$ -	\$ 1,608.30	\$ 1,608.30
HIGHWAY	111	\$ -	\$ 54,351.89	\$ 54,351.89
WATER	112	\$ -	\$ 53,777.76	\$ 53,777.76
REPAIR & MAINTENANCE	113	\$ -	\$ -	\$ -
RIVERHEAD SEWER DISTRICT	114	\$ -	\$ 18,906.08	\$ 18,906.08
REFUSE & GARBAGE COLLECTION	115	\$ -	\$ 4,038.99	\$ 4,038.99
STREET LIGHTING	116	\$ -	\$ 20,753.81	\$ 20,753.81
PUBLIC PARKING	117	\$ -	\$ 1,670.50	\$ 1,670.50
BUSINESS IMPROVEMENT DISTRICT	118	\$ -	\$ 605.00	\$ 605.00
TOR URBAN DEV CORP TRUST ACCT	119	\$ -	\$ -	\$ -
AMBULANCE DISTRICT	120	\$ -	\$ -	\$ -
CALVERTON SEWER DISTRICT	124	\$ -	\$ 2,153.35	\$ 2,153.35
WORKER'S COMPENSATION FUND	173	\$ -	\$ 6,429.50	\$ 6,429.50
HOSPITALIZATION SELF INSURANCE	174	\$ -	\$ -	\$ -
RISK RETENTION FUND	175	\$ -	\$ 3,201.50	\$ 3,201.50
UNEMPLOYMENT INSURANCE FUND	176	\$ -	\$ -	\$ -
MAIN STREET REHAB PROGRAM	177	\$ -	\$ -	\$ -
REVOLVING LOAN PROGRAM	178	\$ -	\$ -	\$ -
RESIDENTIAL REHAB	179	\$ -	\$ -	\$ -
DISCRETIONARY/SMALL CITIES	180	\$ -	\$ -	\$ -
CDBG CONSORTIUM ACCOUNT	181	\$ -	\$ 707.86	\$ 707.86
URBAN DEVEL CORP WORKING	182	\$ -	\$ -	\$ -
RESTORE	184	\$ -	\$ -	\$ -
PUBLIC PARKING DEBT	381	\$ -	\$ -	\$ -
SEWER DISTRICT DEBT	382	\$ -	\$ 1,100.00	\$ 1,100.00
WATER DEBT	383	\$ -	\$ -	\$ -
GENERAL FUND DEBT SERVICE	384	\$ -	\$ 375.00	\$ 375.00
SCAVENGER WASTE DEBT	385	\$ -	\$ -	\$ -
COMM DEVEL AGENCY CAP PROJECT	406	\$ -	\$ -	\$ -
TOWN HALL CAPITAL PROJECTS	406	\$ -	\$ 93,443.10	\$ 93,443.10
EIGHT HUNDRED SERIES	408	\$ -	\$ -	\$ -
WATER IMPROVEMENT CAP PROJ	409	\$ -	\$ -	\$ -
NUTRITION CAPITAL IMPS	441	\$ -	\$ -	\$ -
CHIPS	451	\$ -	\$ -	\$ -
YOUTH SERVICES	452	\$ -	\$ 1,768.01	\$ 1,768.01
SENIORS HELPING SENIORS	453	\$ -	\$ 1,241.10	\$ 1,241.10
EISEP	454	\$ -	\$ 979.26	\$ 979.26
SCAVENGER WASTE CAP PROJ	470	\$ -	\$ -	\$ -
MUNICIPAL FUEL FUND	625	\$ -	\$ 5,864.50	\$ 5,864.50
MUNICIPAL GARAGE	626	\$ -	\$ 11,433.55	\$ 11,433.55
TRUST & AGENCY	735	\$ -	\$ 655,999.92	\$ 655,999.92
SPECIAL TRUST	736	\$ -	\$ 132,400.00	\$ 132,400.00
COMMUNITY PRESERVATION FUND	737	\$ -	\$ -	\$ -
CDA-CALVERTON	914	\$ -	\$ 4,863.21	\$ 4,863.21
COMMUNITY DEVELOPMENT AGENCY	915	\$ -	\$ -	\$ -
JOINT SCAVENGER WASTE	918	\$ -	\$ 12,004.30	\$ 12,004.30
CENTRAL CLEARING ACCOUNT	999	\$ -	\$ -	\$ -
TOTALS		\$ -	\$ 1,687,600.43	\$ 1,687,600.43